

MRD 12-17-04

12-21-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



102825793

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

J.G.A. Beacon, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) December 15, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal Address: _____

Street Address: 201 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06856

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,963,994 1,963,996

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-6541

Fax Number: 312/993-9767

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Kristin Brozovic

12/15/04

Signature

Date

Kristin Brozovic

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/21/2004 GTOM1 00000028 1963994

40.00 OP
25.00 OP
120.00 OP

01 FC:8521
02 FC:8522
03 FC:8524

TRADEMARK
REEL: 002995 FRAME: 0717

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2004, among J.G.A. BEACON, INC. a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of March 12, 2004 by and among Beacon Sales Acquisition, Inc., as Borrower, the Persons named therein as Credit Parties, Agent and the other financial institutions party thereto from time to time as Lenders as amended by the Consent and First Amendment to Second Amended and Restated Loan and Security Agreement dated as of August 6, 2004, and further amended by the Second Amendment to Second Amended and Restated Loan and Security Agreement dated October 29, 2004 (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of the Borrower and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to continue to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in and mortgage on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature now existing or hereinafter adopted or acquired and the applications, registrations and recordings in the United States Patent and

Trademark Office or in any similar office or agency of the United States of America, any states thereof, or any other country or subdivision thereof, to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

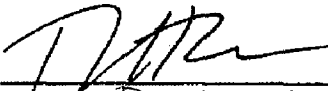
4. COUNTERPARTS. This Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

5. OTHER SECURITY AGREEMENT/ OBLIGATIONS. Notwithstanding anything in this agreement to the contrary, Grantor shall not be deemed to have breached this Agreement as a result of any provision of or obligation under that certain Trademark Security Agreement of even date hereof between Grantor and GE Canada Finance Holding Company, a Nova Scotia unlimited liability company which was entered into by Grantor in connection with the Canadian Facility Loan Documents.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

J.G.A. BEACON, INC.

By: 
Name: David Grace
Title: VP, CFO, Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

J.G.A. BEACON, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: JOHN M. STEDLE
Title: DULY AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002995 FRAME: 0721

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Registered U.S. Trademarks:

| Mark | Registration Number | Date of Registration |
|----------------|----------------------------|-----------------------------|
| DEALERS CHOICE | 1,963,994 | March 26, 1996 |
| DEALERS CHOICE | 1,963,996 | March 26, 1996 |

Registered State Trademarks:

| Mark | Registration Number | Date of Registration | State |
|----------------------|----------------------------|-----------------------------|----------------|
| SOUTHERN ROOF CENTER | 106426 | May 5, 1995 | Alabama |
| SOUTHERN ROOF CENTER | T95000000610 | May 11, 1995 | Florida |
| SOUTHERN ROOF CENTER | S15070 | October 6, 1995 | Georgia |
| SOUTHERN ROOF CENTER | 26600795 | May 15, 1995 | Mississippi |
| SOUTHERN ROOF CENTER | 52500453 | June 15, 2000 | South Carolina |
| SOUTHERN ROOF CENTER | 52500452 | June 5, 2000 | South Carolina |
| SOUTHERN ROOF CENTER | 26400325 | August 28, 1994 | Tennessee |

[Signature Page to Trademark Security Agreement]

CH732765.3

RECORDED: 12/17/2004

TRADEMARK
REEL: 002995 FRAME: 0722