

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roofing Supply Group, LLC		08/31/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3039303	RSG ROOFING SUPPLY GROUP
Registration Number:	3069768	
Serial Number:	76977645	
Registration Number:	3043712	BULL
Serial Number:	76977644	BULL

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

OP \$140.00 3039303

ATTORNEY DOCKET NUMBER:	509333/0101
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	09/15/2006
Total Attachments: 7 source=RoofSupp#page1.tif source=RoofSupp#page2.tif source=RoofSupp#page3.tif source=RoofSupp#page4.tif source=RoofSupp#page5.tif source=RoofSupp#page6.tif source=RoofSupp#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 31, 2006, is made by Roofing Supply Group, LLC, a Delaware limited liability company, Eight Greenway Plaza, Suite 702, Houston, TX 77046 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 24, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Roofing Supply Group Holdings, Inc., the Borrower, the Lenders parties thereto, Goldman Sachs Credit Partners L.P., as Syndication Agent, BNP Paribas, as Documentation Agent, and JPMorgan Chase Bank, N.A., as Administrative Agent.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of August 31, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their extensions of credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the

Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROOFING SUPPLY GROUP, LLC

By: *Alvin A. Refelle, Jr.*
Name: *Alvin A. Refelle, Jr.*
Title: *President*

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: _____
Name:
Title:

[Signature Page to Roofing Supply Group Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 003391 FRAME: 0523

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROOFING SUPPLY GROUP, LLC

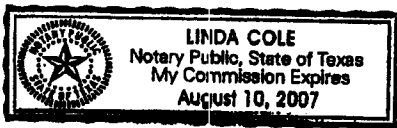
By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: *Marian N. Schulman*
Name: **MARIAN N. SCHULMAN**
Title: **Managing Director**

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 24th day of August, 2006, before me personally came ALVIN A. PERELLA, JR. who is personally known to me to be the President of ROOFING SUPPLY GROUP, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Linda Cole
Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Roofing Supply Group Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 003391 FRAME: 0525

STATE OF New York)
) ss
COUNTY OF New York)

On the 23 day of August, 2006, before me personally came KATHRYN A. DUNCAN, who is personally known to me to be the MANAGING DIRECTOR of JPMorgan Chase Bank, N.A., a New York corporation; who, being duly sworn, did depose and say that she is the MANAGING DIRECTOR in such corporation, the corporation described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she acknowledged said instrument to be the free act and deed of said corporation.

Edeline C. Adorley

Notary Public

EDELINE C. ADOERLEY
Notary Public, State of New York
No. 01AD8079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2008




(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Roofing Supply Group Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 003391 FRAME: 0526

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS 	3,039,303
DESIGN ONLY 	3,069,768
DESIGN ONLY 	76/977,645
BULL	3,043,712
BULL	76/977,644