

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roofing Supply, LLC		10/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Roofing Supply Group, LLC		
Street Address:	3890 W. Northwest Hwy., Suite 400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75220		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3039303	RSG ROOFING SUPPLY GROUP	
Registration Number:	3069768		
Registration Number:	3043712	BULL	
Registration Number:	3177585		
Registration Number:	3163274	BULL	
CORRESPONDENCE DATA			
Fax Number:	(214)956-5274		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-956-5174		
Email:	lgold@rsgroof.com		
Correspondent Name:	Lisa Gold		
Address Line 1:	3890 W. Northwest Hwy., Suite 400		
Address Line 4:	Dallas, TEXAS 75220		
NAME OF SUBMITTER:	Lisa Gold		

OP \$140.00 3039303

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**TRADEMARK
 REEL: 004297 FRAME: 0821**

Signature:	/Lisa Gold/
Date:	10/18/2010
Total Attachments: 4 source=Assignement #2#page1.tif source=Assignement #2#page2.tif source=Assignement #2#page3.tif source=Assignement #2#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into on October 6, 2010, but effective as of August 31, 2006, by and among Roofing Supply, LLC, a Delaware limited liability company ("Assignor") and Roofing Supply Group, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to those U.S. trademarks and service marks listed below, and of the registrations and applications for registration therefore, and of the goodwill, common law rights and other rights and powers associated therewith (hereinafter "Trademarks"), which Assignor acquired from Roofing Supply, Ltd. and Pugh Enterprises, L.L.C. (collectively, the "First Assignors") pursuant to that certain Trademark Assignment (the "First Assignment"), between the First Assignors, as the assignor, and the Assignor, as the assignee, under the First Assignment, effective immediately prior to the effective time of this Assignment:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
RSG ROOFING SUPPLY GROUP (Design)	76/597,764	June 11, 2004	3,039,303	January 10, 2006
BULL LOGO (Design)	76/597,765	June 11, 2004	3,069,768	March 21, 2006
BULL	76/597,763	June 11, 2004	3,043,712	January 17, 2006
BULL LOGO (Design)	76/977,645	June 11, 2004	3,177,585	November 28, 2006
BULL	76/977,644	June 11, 2004	3,163,274	October 24, 2006

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademarks, effective as of August 31, 2006, immediately after the transfer of such Trademarks from the First Assignors to the Assignor under the First Assignment.

NOW, THEREFORE, in consideration of the agreements and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The Assignor hereby assigns, transfers, conveys and sets over to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

2. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and the empowered officials of all governments anywhere in the world, to issue or transfer all of the Trademarks listed herein to Assignee and to record Assignee as assignee of the entire right, title and interest therein.

3. Assignor hereby appoints Assignee as its attorney-in-fact to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment

required in any country where the Trademarks listed herein are used, pending or issued, granting or confirming the rights granted herein. Assignor agrees that it shall, at Assignee's request, execute all documents reasonably necessary to perfect Assignee's title to the Trademarks.

4. This Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first written above.

ASSIGNOR:

ROOFING SUPPLY, LLC.

By: Madhusudan A. Dewan
Name: MADHUSUDAN A. DEWAN
Title: CFO

ASSIGNEE:

ROOFING SUPPLY GROUP, LLC

By: Lisa Gold
Name: Lisa Gold
Title: General Counsel

FOR ASSIGNOR

STATE OF TEXAS §
COUNTY OF Dallas §

On this 6 day of October, 2010, before me personally appeared Madhusudan Dewan known to me, who being duly sworn, did state that he or she is CFO of Roofing Supply, LLC, a Delaware limited liability company, on behalf of said entity, and that the foregoing Assignment was made for the purposes and considerations so stated, and that he or she was authorized to act on behalf of said entity in executing such Assignment.



Patricia Gentry
Notary in and for the State of Texas
My Commission expires: 11/16/2011

FOR ASSIGNEE

STATE OF TEXAS §
COUNTY OF Dallas §

On this 6 day of October, 2010, before me personally appeared Nipa Gola known to me, who being duly sworn, did state that he or she is General Counsel of Roofing Supply Group, LLC, a Delaware limited liability company, on behalf of said entity, and that the foregoing Assignment was made for the purposes and considerations so stated, and that he or she was authorized to act on behalf of said entity in executing such Assignment.



Patricia Gentry
Notary in and for the State of Texas
My Commission expires: 11/16/2011