

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Beacon Sales Acquisition, Inc.		04/05/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W. T. Harris Blvd.		
Internal Address:	MAC D 1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2369287	STAGERIGHT	
Registration Number:	3124360	TAPERMAP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(704)343-2300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon Street		
Address Line 2:	30th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0559		
NAME OF SUBMITTER:	Betty G. Smith		

OP \$65.00 2369287

Signature:	/Betty G. Smith/
Date:	04/09/2012
<b>Total Attachments: 5</b> source=Beacon Sales Acquisition, Inc. - Trademark Security Agreement#page1.tif source=Beacon Sales Acquisition, Inc. - Trademark Security Agreement#page2.tif source=Beacon Sales Acquisition, Inc. - Trademark Security Agreement#page3.tif source=Beacon Sales Acquisition, Inc. - Trademark Security Agreement#page4.tif source=Beacon Sales Acquisition, Inc. - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 5, 2012 is entered into by and among BEACON SALES ACQUISITION, INC., a Delaware corporation (the "Grantor"), having its chief executive office at One Lakeland Park Drive, Peabody, Massachusetts 01960, WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd, MAC D 1109-019, Charlotte, North Carolina 28262, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 5, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between Beacon Roofing Supply, Inc., a Delaware corporation ("Holdings"), the Grantor, Beacon Roofing Supply Canada Company, an unlimited liability company organized under the laws of Nova Scotia, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain US Collateral Agreement dated as of April 5, 2012 by and among Holdings, the Grantor, certain Subsidiaries of the Grantor party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "US Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the US Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the US Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the US Collateral Agreement, the provisions of the US Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of day and year first written above.

BEACON SALES ACQUISITION, INC., as Grantor

By: [Signature]  
Name: David R. Grace  
Title: CFO & Executive Vice President

ACKNOWLEDGMENT

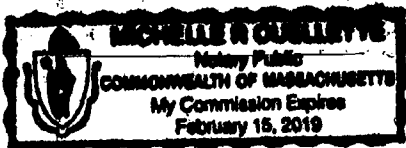
STATE OF MA  
COUNTY OF Essex

I, Michelle Ouellette, a Notary Public for said County and State, do hereby certify that David Grace personally appeared before me this day and stated that he is CFO of Beacon Sales Acquisition, Inc. and acknowledged, on behalf of Beacon Sales Acquisition, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 4 day of April, 2012.

[Signature]  
Notary Public

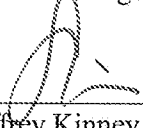
My commission expires:



[Signature Pages Continue]

Agreed and Accepted as of the  
5<sup>th</sup> day of April, 2012.

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: Jeffrey Kinney  
Title: Senior Vice President

Schedule A  
to  
Trademark Security Agreement

	OWNER	MARK	Identification No.	Status Date	Status
1.	BEACON SALES ACQUISITION, INC.	STAGERIGHT	Registration No. 2,369,287	9/18/00	Registered
2.	BEACON SALES ACQUISITION, INC.	TAPERMAP	Registration No. 3,124,360	8/01/06	Registered

Schedule B  
to  
Trademark Security Agreement

None.