

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roofing Supply Group, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	banking corporation: NEW YORK		
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:	2129096836		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Jessica Lehrman, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		

CH \$140.00 3039303

ATTORNEY DOCKET NUMBER:	15555-1372
NAME OF SUBMITTER:	Jessica Lehrman
Signature:	/Jessica Lehrman/
Date:	05/31/2012
Total Attachments: 5 source=EXECUTED Term Loan Notice Grant of Security Trademarks#page1.tif source=EXECUTED Term Loan Notice Grant of Security Trademarks#page2.tif source=EXECUTED Term Loan Notice Grant of Security Trademarks#page3.tif source=EXECUTED Term Loan Notice Grant of Security Trademarks#page4.tif source=EXECUTED Term Loan Notice Grant of Security Trademarks#page5.tif	

TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of May 31, 2012, made by Roofing Supply Group, LLC, a Delaware Limited Liability Company with principal offices at 3890 W. Northwest Highway, Suite 400, Dallas, Texas 75220 (the "Grantor"), in favor of Deutsche Bank Trust Company Americas, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"), and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among the Grantor (as successor by merger to Roofing Supply Group Holdings, Inc. as successor by merger to CDRR MS, Inc., in such capacity, the "Borrower"), the Collateral Agent, the Administrative Agent, and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "Term Loan Collateral Agreement");

WHEREAS, pursuant to the Term Loan Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined therein), a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, 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 Credit Agreement and the Term Loan Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Term Loan Collateral Agreement, it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Term Loan Collateral Agreement. To the extent that there is any conflict between this Agreement and the Term Loan Collateral Agreement, the Term Loan Collateral Agreement shall control in all respects. The Term Loan 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 Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Term Loan 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.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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,
as Grantor

By: Mary-Knight Tyler
Name: Mary-Knight Tyler
Title: Chief Financial Officer

[SIGNATURE PAGE TO TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY
INTEREST IN TRADEMARKS]

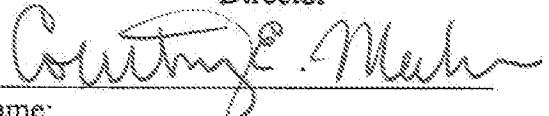
TRADEMARK
REEL: 004792 FRAME: 0145

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

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent and
Collateral Agent

By: 

Name: Omayra Laucella
Title: Director

By: 

Name: Courtney E. Meehan
Title: Vice President

[SIGNATURE PAGE TO TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY
INTEREST IN TRADEMARKS]

SCHEDULE I

Mark	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
RSG ROOFING SUPPLY GROUP (Design)	Roofing Supply Group, LLC	76/597,764	11-Jun-04	3,039,303	10-Jan-06
BULL LOGO (Design)	Roofing Supply Group, LLC	76/597,765	11-Jun-04	3,069,768	21-Mar-06
BULL	Roofing Supply Group, LLC	76/597,763	11-Jun-04	3,043,712	17-Jan-06
BULL LOGO (Design)	Roofing Supply Group, LLC	76/977,645	11-Jun-04	3,177,585	28-Nov-06
BULL	Roofing Supply Group, LLC	76/977,644	11-Jun-04	3,163,274	24-Oct-06