

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SRS Acquisition Corporation		04/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	11th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85532604	PACE SUPPLY
Serial Number:	85532615	PACE SUPPLY
Serial Number:	85533545	SHAKE & SHINGLE SUPPLY
Serial Number:	85533606	SHAKE & SHINGLE SUPPLY
Serial Number:	85533623	STONEWAY ROOFING SUPPLY
Serial Number:	85533655	STONEWAY ROOFING SUPPLY
Serial Number:	85533683	SUNCOAST ROOFERS SUPPLY
Serial Number:	85533693	SUNCOAST ROOFERS SUPPLY
Serial Number:	85533708	SUPERIOR DISTRIBUTION

CORRESPONDENCE DATA

Fax Number: 8043447999
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 804-788-8331

CH \$240.00 85532604

Email: HWRITM@hunton.com
Correspondent Name: Stephen P. Demm - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza - East Tower
Address Line 4: Richmond, VIRGINIA 23219-7074

ATTORNEY DOCKET NUMBER:	46124.872
NAME OF SUBMITTER:	Stephen P. Demm
Signature:	/Stephen P. Demm/
Date:	06/14/2012

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT
(SRS Acquisition Corporation)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of April 24, 2012, by and between SRS ACQUISITION CORPORATION, a Delaware corporation ("Pledgor"), and BANK OF AMERICA, N.A., a national banking association, in its capacity as agent ("Agent"), and is executed and delivered pursuant to that certain Loan and Security Agreement, dated as of March 26, 2009, as amended by that certain First Amendment to Loan and Security Agreement dated as of March 26, 2009, that certain Second Amendment to Loan and Security Agreement dated as of March 8, 2010, and that certain Consent and Third Amendment to Loan and Security Agreement dated as of March 31, 2011 (as amended, restated, supplemented or modified from time to time, the "Loan and Security Agreement"), among Pledgor, each of the financial institutions party thereto from time to time as lenders and Agent (all capitalized terms used herein which are not defined herein shall have the meanings therefor specified in the Loan and Security Agreement).

RECITALS:

Pursuant to the terms of the Loan and Security Agreement, Pledgor has granted to Agent a Lien upon and security interest in all Intellectual Property of Pledgor, including, without limitation, all of Pledgor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Pledgor's Trademarks and Trademark Licenses (as defined below) and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Agent a Lien upon and continuing security interest in all of Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, as security for the payment and performance of the Obligations:

(1) (a) any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark ("Trademark License"); (b) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (ii) reissues, extensions and renewals thereof; (iii) income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (iv) rights to sue for past, present and future infringements of any of the foregoing; (v) rights corresponding to any of the foregoing throughout the world; and (vi) goodwill associated with and symbolized by any of the foregoing, in each case, whether now owned or hereafter acquired by Pledgor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"), including, without limitation, each Trademark described on Schedule 1 attached hereto; (c) each trademark registration ("Trademark Registration"), including, without limitation, each Trademark Registration described on Schedule 1 attached hereto; and (d) each trademark application ("Trademark Application"), including, without limitation, each Trademark Application described on Schedule 1 attached hereto; in each case together with the goodwill of the business symbolized thereby;

(2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License described on Schedule 1 attached hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application or Trademark License, including, without limitation, any Trademark, Trademark Registration or Trademark License described on Schedule 1 attached hereto and any Trademark Registration issued pursuant to a Trademark Application described on Schedule 1 attached hereto, or (b) injury to the goodwill associated with any Trademark, Trademark Registration or Trademark Application.


The Lien and security interest created by this Agreement is granted in conjunction with the Liens and security interests granted to Agent pursuant to the Loan and Security Agreement, which Lien and security interest shall be governed by the terms and provisions of the Loan and Security Agreement.

Pledgor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

SRS ACQUISITION CORPORATION

By: 
Name: Garold E. Swan
Title: Chief Financial Officer and Vice President

AGENT:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Hance VanBeber
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

SRS ACQUISITION CORPORATION

By: _____

Name: Garold E. Swan

Title: Chief Financial Officer and Vice President

AGENT:

BANK OF AMERICA, N.A., as Agent

By:  _____

Name: Hance VanBeber

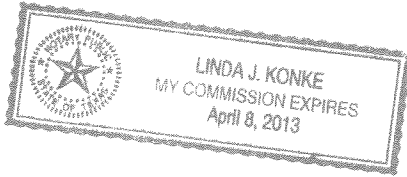
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Collin)

This instrument was acknowledged before me this 10 day of ^{May} ~~April~~, 2012, by Garold E. Swan, as Chief Financial Officer and Vice President of SRS Acquisition Corporation, a Delaware corporation, on behalf of such corporation.

{Seal}



Linda J. Konke
Notary Public in and for the State of Texas
My commission expires: 4.8.13

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this ___ day of April, 2012, by Hance VanBeber, as Senior Vice President of Bank of America, N.A., a national banking association, on behalf of such banking association.

{Seal}

Notary Public in and for the State of Texas
My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this __ day of April, 2012, by Garold E. Swan, as Chief Financial Officer and Vice President of SRS Acquisition Corporation, a Delaware corporation, on behalf of such corporation.

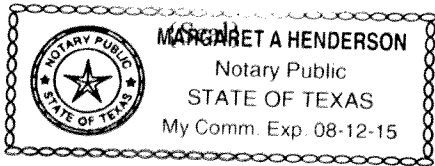
{Seal}

Notary Public in and for the State of _____

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this __ day of April, 2012, by Hance VanBeber, as Senior Vice President of Bank of America, N.A., a national banking association, on behalf of such banking association.



Margaret A. Henderson

Notary Public in and for the State of Texas

My commission expires: 8.12.15

Schedule 1
to
Trademark Security Agreement

Mark	Country	Appl. No.	Appl. Date	Class(es)	Goods/Services
PACE SUPPLY	United States of America	85/532,604	02/02/2012	35	35 - Distribution and supply of residential and commercial roofing materials.
PACE SUPPLY & Design	United States of America	85/532,615	02/02/2012	35	35 - Distribution and supply of residential and commercial roofing materials.
SHAKE & SHINGLE SUPPLY	United States of America	85/533,545	02/03/2012	35	35 - Distribution and supply of residential and commercial roofing materials.
SHAKE & SHINGLE SUPPLY & Design	United States of America	85/533,606	02/03/2012	35	35 - Distribution and supply of residential and commercial roofing materials.
STONEWAY ROOFING SUPPLY	United States of America	85/533,623	02/03/2012	35	35 - Distribution and supply of residential and commercial roofing materials.
STONEWAY ROOFING SUPPLY & Design	United States of America	85/533,655	02/03/2012	35	35 - Distribution and supply of residential and commercial roofing materials.
SUNCOAST ROOFERS SUPPLY	United States of America	85/533,683	02/03/2012	35	35 - Distribution and supply of residential and commercial roofing materials.
SUNCOAST ROOFERS SUPPLY & Design	United States of America	85/533,693	02/03/2012	35	35 - Distribution and supply of residential and commercial roofing materials.
SUPERIOR DISTRIBUTION & Design	United States of America	85/533,708	02/03/2012	35	35 - Distribution and supply of residential and commercial roofing materials.