TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement - Second Lien Credit Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gypsum Management and Supply, Inc.		04/01/2014	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	86142783	CBSI CAPITOL BUILDING SUPPLY
Registration Number:	4156788	CAPITOL INTERIOR PRODUCTS
Registration Number:	4095994	CAPITOL MATERIALS, INC.
Registration Number:	4018832	CHAPARRAL MATERIALS INC. LEAPING GREENWA
Registration Number:	4090146	COLONIAL MATERIALS INC.
Registration Number:	4160180	COWTOWN MATERIALS, INC.
Registration Number:	4093364	EASTEX MATERIALS
Registration Number:	4156630	FLINT RIVER MATERIALS, INC.
Registration Number:	4156748	GATOR GYPSUM INC.
Registration Number:	1801194	GTS
Registration Number:	4156747	GMS GYPSUM MANAGEMENT & SUPPLY, INC.
Serial Number:	85745795	JOBSITEREADY.COM
Registration Number:	4093478	LONGHORN BUILDING MATERIALS, INC.
Registration Number:	4093363	LOUISIANA MATERIALS
Registration Number:	4156749	RT ROCKY TOP MATERIALS, INC.
Registration Number:	4090159	STATE LINE BUILDING SUPPLY, INC.
Registration Number:	4160181	TAMARACK MATERIALS, INC.
Registration Number:	4160178	TEJAS MATERIALS
Registration Number:	4192948	TMI. TRIANGLE MATERIALS, INC.

OP $565.00 86142783

Property Type	Number	Word Mark
Registration Number:	4090152	TSW
Registration Number:	4090154	TUCKER ACOUSTICAL PRODUCTS, INC.
Registration Number:	4090155	VALLEY INTERIOR PRODUCTS

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 2023704761

Email: ipteam@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	04/01/2014

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "***IP Security Agreement***") dated as of April 1, 2014, is among the Persons listed on the signature pages hereof (collectively, the "***Grantors***") and Credit Suisse AG, as collateral agent (the "***Collateral Agent***") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GYP Holdings III Corp., a Delaware corporation, has entered into a Second Lien Credit Agreement dated as of April 1, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with GYP Holdings II Corp., a Delaware corporation, each Lender from time to time party thereto, and Credit Suisse AG, as Administrative Agent and as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of April 1, 2014 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "***Security Agreement***").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "***Collateral***"):

(i) the patents and patent applications set forth in Schedule A hereto;

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) the copyright registrations set forth in Schedule C hereto;

(iv) the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Second Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Second Lien Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Second Lien Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date

hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GYPSUM MANAGEMENT AND SUPPLY, INC.

By: _____
Name: G. Michael Callahan, Jr.
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

Collateral Agent: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By:_____
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By:_____
Name: MICHAEL D'ONOFRIO
Title: AUTHORIZED SIGNATORY

[Signature Page to Second Lien Trademark Secutity Agreement]

Schedule A to the
Second Lien IP Security Agreement

PATENTS AND PATENT APPLICATIONS

None.

Schedule B to the
Second Lien IP Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor: Gypsum Management and Supply, Inc.

Trademark	Country	Application Number	Application Filing Date	Registration Number	Registration Date
Capitol Building Supply and dome design	US	86/142,783	13-Dec-2013	Pending	N/A
Capitol Interior Products and liberty bell design	US	85/342,383	09-Jun-2011	4,156,788	12-Jun-2012
Capitol Materials, Inc. and pyramid design	US	85/342,391	09-Jun-2011	4,095,994	07-Feb-2012
Chaparral Materials, Inc. Leaping Greenward	US	85/222,038	20-Jan-2011	4,018,832	30-Aug-2011
Colonial Materials Inc.	US	85/302,433	22-Apr-2011	4,090,146	24-Jan-2012
Cowtown Materials, Inc. and design	US	85/342,396	09-Jun-2011	4,160,180	19-Jun-2012
Eastex Materials	US	85/302,437	22-Apr-2011	4,093,364	31-Jan-2012
Flint River Materials, Inc.	US	85/302,435	22-Apr-2011	4,156,630	12-Jun-2012
Gator Gypsum and alligator design	US	85/329,474	25-May-2011 27-Mar-2012	4,156,748	12-Jun-2012
GTS	US	74/226,237	29-Nov-1991	1,801,194	26-Oct-1993
Gypsum Management and Supply (stylized)	US	85/329,473	25-May-2011	4,156,747	12-Jun-2012
jobsiteready.com	US	85/745,795	04-Oct-2012	Pending	(ITU) Allowed
Longhorn Building Materials and steer head design	US	85/329,472	25-May-2011	4,093,478	31-Jan-2012
Louisiana Materials	US	85/302,431	22-Apr-2011	4,093,363	31-Jan-2012
Rocky Top Materials (stylized)	US	85/329,476	25-May-2011 27-Mar-2012	4,156,749	12-Jun-2012
State Line Building Supply, Inc.	US	85/305,754	27-Apr-2011 08-Nov-2011	4,090,159	24-Jan-2012
Tamarack Materials (stylized)	US	85/342,400	09-Jun-2011	4,160,181	19-Jun-2012

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Trademark	Country	Application Number	Application Filing Date	Registration Number	Registration Date
Tejas Materials and steer head design	US	85/342,385	09-Jun-2011	4,160,178	19-Jun-2012
TMI Triangle Materials, Inc.	US	85/342,389	09-Jun-2011	4,192,948	21-Aug-2012
TSW	US	85/303,734	25-Apr-2011	4,090,152	24-Jan-2012
Tucker Acoustical Products, Inc.	US	85/303,772	25-Apr-2011	4,090,154	24-Jan-2012
Valley Interior Products	US	85/303,774	25-Apr-2011	4,090,155	24-Jan-2012

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Schedule C to the
Second Lien IP Security Agreement

REGISTERED COPYRIGHTS

None.

Schedule D to the
Second Lien IP Security Agreement

EXCLUSIVE COPYRIGHT LICENSES

None.

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RECORDED: 04/01/2014 REEL: 005249 FRAME: 0505