

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313786

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metals USA Building Products, L.P.		05/16/2014	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gerard Roof Products, LLC		
<b>Street Address:</b>	10701 South River Front Parkway, Suite 300		
<b>City:</b>	South Jordan		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84095		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UTAH		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77076977	ENERGY-LOC	
<b>Serial Number:</b>	73192688	GERARD	
<b>Serial Number:</b>	76331885	GERARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	303-629-3400		
<b>Email:</b>	docketing-dv@dorsey.com		
<b>Correspondent Name:</b>	Stephen A. Zemanick, Dorsey & Whitney		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 400		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Stephen Zemanick		
<b>SIGNATURE:</b>	/SAZ 2222/		
<b>DATE SIGNED:</b>	08/12/2014		
<b>Total Attachments: 2</b>			
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TRADEMARK ASSIGNMENT

WHEREAS, Metals USA Building Products, L.P. a Texas limited partnership, ("Assignor"), is the owner of the trademarks, trademark registrations and trademark applications in the form more fully described in Exhibit A hereto (the "Marks");

WHEREAS, Assignor desires to assign and Gerard Roof Products, LLC, a Utah limited liability company, ("Assignee") desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith;

WHEREAS, Assignor and Assignee, have executed that Asset Purchase Agreement dated as of May 16, 2014 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Asset Purchase agreement Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Marks, in the United States of America, together with the goodwill associated therewith, all common law rights related to the Marks, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.


IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee have executed this Assignment to be made effective as of May 16, 2014.

METALS USA BUILDING PRODUCTS, LP. BY: ALAN T. [Signature], its general partner

GERARD ROOF PRODUCTS, LLC By: \_\_\_\_\_

Name: WILLIAM [Signature] Date: ASSISTANT MANAGER / [Signature] SECRETARY

EXHIBIT A

Trademark	Country	Application No.	Registration No.
ENERGY-LOC	United States	77/076,977	3,686,479
GERARD	United States	73/192,688	1,179,797
GERARD & Design 	United States	76/331,885	2,585,365