

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		08/25/2015	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Successor Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: ENGLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4213465	PACE SUPPLY	
Registration Number:	4213468	PACE SUPPLY	
Registration Number:	4213469	ROOFLINE SUPPLY & DELIVERY	
Registration Number:	4213470	ROOFLINE SUPPLY & DELIVERY	
Registration Number:	4213490	STONEWAY ROOFING SUPPLY	
Registration Number:	4217120	SUNCOAST ROOFERS SUPPLY	
Registration Number:	4217117	STONEWAY ROOFING SUPPLY	
Registration Number:	4213493	SUNCOAST ROOFERS SUPPLY	
Registration Number:	4311670	SUPERIOR DISTRIBUTION	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	91825.00052		

CH \$240.00 4213465

NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	08/25/2015
Total Attachments: 6 source=SRS Assignment of Intellectual Property Agreement (Executed)#page1.tif source=SRS Assignment of Intellectual Property Agreement (Executed)#page2.tif source=SRS Assignment of Intellectual Property Agreement (Executed)#page3.tif source=SRS Assignment of Intellectual Property Agreement (Executed)#page4.tif source=SRS Assignment of Intellectual Property Agreement (Executed)#page5.tif source=SRS Assignment of Intellectual Property Agreement (Executed)#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Assignment") is executed as of August 25, 2015 by UBS AG, STAMFORD BRANCH ("UBS"), in its capacity as existing Administrative Agent and Collateral Agent immediately prior to the Effective Date (as defined in the Amendment defined below) (in such capacity, "Existing Administrative Agent") in favor of Successor Administrative Agent (as defined below). Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Term Loan Agreement defined below.

W I T N E S S E T H:

WHEREAS, SRS HOLDING CORPORATION ("Holdings"), a Delaware corporation and SRS DISTRIBUTION INC., a Delaware corporation (the "Borrower"), entered into that certain Term Loan Agreement dated as of February 28, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing Term Loan Agreement" and, as amended by the Amendment referred to below, the Term Loan Agreement), with the Existing Administrative Agent, and the Lenders party thereto.

WHEREAS, the Borrower entered into that certain Intellectual Property Security Agreement dated as of February 28, 2013 (the "Intellectual Property Security Agreement") concerning, *inter alia*, the trademarks listed on Schedule 1 attached hereto;

WHEREAS, concurrently herewith, the Existing Administrative Agent and Successor Administrative Agent are entering into that certain Amendment No. 1 to Term Loan Agreement (the "Amendment"), pursuant to which Existing Administrative Agent has resigned as Administrative Agent and the Lenders are appointing BARCLAYS BANK PLC, as successor Administrative Agent (the "Successor Administrative Agent"); and

WHEREAS, in connection with the resignation of the Existing Administrative Agent, the Successor Administrative Agent has requested that the Existing Administrative Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Intellectual Property Security Agreement to the Successor Administrative Agent.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. The Existing Administrative Agent, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Effective Date (as defined in the Amendment) to the Successor Administrative Agent all of the rights, title and interest of the Existing Administrative Agent in, to and under the Intellectual Property Security Agreement.

2. Further Assurances. The Existing Administrative Agent agrees to cooperate with the Successor Administrative Agent, at the sole cost and expense of the Borrower, and take all actions reasonably requested by the Successor Administrative Agent in order to fully carry out the terms of this Assignment or to permit the Successor Administrative Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Pursuant to the terms of the Term Loan Agreement, the Borrower shall pay all costs and expenses of the Existing Administrative Agent and the Successor

Administrative Agent, including the fees and expenses of counsel to the Existing Administrative Agent and the Successor Administrative Agent, in connection with the performance of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

[Signature pages follow.]

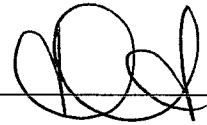
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

UBS AG, STAMFORD BRANCH,
as Existing Administrative Agent

By: _____

Name:

Title:

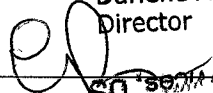


Darlene Arias
Director

By: _____

Name:

Title:

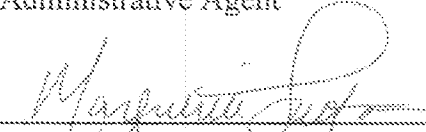


Craig Pearson
Associate Director
Banking Product Services, US

[Signature Page to Assignment of Intellectual Property Security Agreement]

TRADEMARK
REEL: 005608 FRAME: 0156

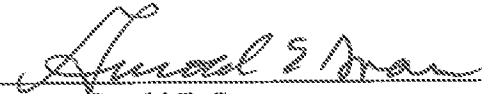
BARCLAYS BANK PLC, as Successor
Administrative Agent

By: 
Name: Marguerite Sulton
Title: Vice President

[Signature Page to Assignment of Intellectual Property Security Agreement]

TRADEMARK
REEL: 005608 FRAME: 0157

SRS DISTRIBUTION INC.

By: 

Name: Garold E. Swan

Title: Chief Financial Officer, Vice
President, Treasurer and Assistant
Secretary

[Signature Page to Assignment of Intellectual Property Security Agreement]

SCHEDULE 1
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

1. Registrations

Company	Country	Mark Docket No.	Application Number/ Application Date	Registration Number/ Registration Date
SRS Distribution Inc.	United States	PACE SUPPLY SRSR.T0004US.AP1	85/532,604 02/02/2012	4,213,465 09/25/2012
SRS Distribution Inc.	United States	PACE SUPPLY & Design SRSR.T0005US.AP1	85/532,615 02/02/2012	4,213,468 09/25/2012
SRS Distribution Inc.	United States	ROOFLINE SUPPLY & DELIVERY SRSR.T0006US.AP1	85/532,622 02/02/2012	4,213,469 09/25/2012
SRS Distribution Inc.	United States	ROOFLINE SUPPLY & DELIVERY & Design SRSR.10007US.AP1	85/532,643 02/02/2012	4,213,470 09/25/2012
SRS Distribution Inc.	United States	STONEWAY ROOFING SUPPLY SRSR.T0010US.AP1	85/533,623 02/03/2012	4,213,490 09/25/2012
SRS Distribution Inc.	United States	STONEWAY ROOFING SUPPLY & Design SRSR.T0011US.AP1	85/533,655 02/03/2012	4,217,117 10/02/2012
SRS Distribution Inc.	United States	SUNCOAST ROOFERS SUPPLY SRSR.T0012US.AP1	85/533,683 02/03/2012	4,217,120 10/02/2012
SRS Distribution Inc.	United States	SUNCOAST ROOFER SUPPLY & Design	85/533,693 02/03/2012	4,213,493 09/25/2012
SRS Distribution Inc.	United States	SUPERIOR DISTRIBUTION & Design SRSR.T0015US.AP1	85/533,708 02/03/2012	4,311,670 04/02/2013

2. Applications

None.