

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		10/01/2015	Trust Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Roofing Supply Group, LLC		
Street Address:	3890 W. Northwest Highway, Suite 400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75220		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	6502138158		
<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:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1111779-1341		
NAME OF SUBMITTER:	Christina Ishihara		
SIGNATURE:	/Christina Ishihara/		
DATE SIGNED:	10/01/2015		

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Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

October 1, 2015

WHEREAS **Roofing Supply Group, LLC**, a Delaware limited liability company with principal offices at 3890 W. Northwest Highway, Suite 400, Dallas, Texas 75220 (the “Pledgor”), entered into a certain ABL Notice and Confirmation of Grant of Security Interest in Trademarks dated May 31, 2012 (the “Trademark Security Agreement”) with **Deutsche Bank Trust Company Americas**, a New York trust company with principal offices at 60 Wall Street, New York, New York 10005 (the “Collateral Agent”), notice of which was recorded on May 31, 2012 at the United States Patent and Trademark Office at Reel 4792, Frame 0134.

WHEREAS, Grantor granted the Collateral Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the “Security Interest”) in favor of the Collateral Agent, in and to certain of Pledgor’s trademarks, including without limitation the trademarks listed in **Schedule A** (collectively, the “Trademarks”) and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, as well as all proceeds and claims based on past, present, or future infringement.

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all such Trademarks as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, terminates, cancels and discharges any and all of its interest in the Trademarks, and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, and assigns, transfers and conveys to Pledgor any interest in such intellectual property, including the Security Interest and any other liens.

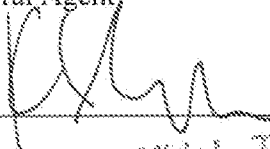
At any time and from time to time, upon the written request of the Pledgor (or its designee) and solely at the expense of the Pledgor, the Collateral Agent will promptly execute and deliver any and all further instruments and documents and take such further action as the Pledgor may reasonably request to effectuate, evidence or reflect of public record, the release of the security interests and liens on the Trademarks (and only such release), in each case, (A) in such form as may be reasonably agreed by the undersigned and (B) without recourse and without any representation or warranty of any kind (either express or implied), unless any of the foregoing actions would be contrary to applicable law or the Loan Documents (as defined in the Credit Agreement (as defined in the Trademark Security Agreement)).

The Collateral Agent hereby authorizes and requests that the Commissioner of Trademarks note and record the existence of this Termination and Release of Security Interest in Trademarks.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered as of the date first written above.

Deutsche Bank Trust Company Americas,
as Collateral Agent

By: 

Name: **Kirk L. Tashjian**
Title: **Director**

By: 

Name: **Keith C. Braun**
Title: **Managing Director**

Accepted and Agreed:

ROOFING SUPPLY GROUP, LLC,
as Pledgor

By: 

Name: T. Lesley Vines, Jr.

Title: Chief Financial Officer

[Signature Page to ABL Trademark Release (Roofing Supply Group, LLC) (2015)]

TRADEMARK
REEL: 005635 FRAME: 0056

Schedule A

Trademarks

Mark	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
RSG ROOFING SUPPLY GROUP (Design)	Roofing Supply Group, LLC	76/597,764	6/11/2004	3039303	1/10/2006
BULL LOGO (Design)	Roofing Supply Group, LLC	76/597,765	6/11/2004	3069768	3/21/2006
BULL	Roofing Supply Group, LLC	76/597,763	6/11/2004	3043712	1/17/2006
BULL LOGO (Design)	Roofing Supply Group, LLC	76/977,645	6/11/2004	3177585	11/28/2006
BULL	Roofing Supply Group, LLC	76/977,644	6/11/2004	3163274	10/24/2006