

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEACON SALES ACQUISITION, INC.		10/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK N.A., as Administrative Agent		
Street Address:	UNIT 580 CROSSPOINT PKWY		
Internal Address:	CRMS DOCUMENTATION		
City:	GETZVILLE		
State/Country:	NEW YORK		
Postal Code:	14068		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2369287	STAGERIGHT	
Registration Number:	3124360	TAPERMAP	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-40434		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	10/01/2015		
Total Attachments: 6 source=40434#page1.tif			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 1, 2015 is entered into by and among BEACON SALES ACQUISITION, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 505 Huntmar Park Drive, Suite 300 Herndon, VA 20170, CITIBANK, N.A., as administrative agent (the "Administrative Agent"), with offices at CRMS Documentation, Unit 580 Crosspoint Pkwy., Getzville, NY 14068, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among BEACON ROOFING SUPPLY, INC., a Delaware corporation (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement dated as of the date hereof by and among the Grantor, the Borrower, certain Subsidiaries of the Borrower party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application of the Grantor, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, and all other assets, rights and interests that uniquely reflect or embody such goodwill, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License of the Grantor, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) any breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first written above.

BEACON SALES ACQUISITION, INC., as Grantor

By: Joseph M. Nowicki
Name: Joseph M. Nowicki
Title: Executive Vice President, Chief Financial Officer
and Treasurer

ACKNOWLEDGMENT

STATE OF Virginia

COUNTY OF Fairfax

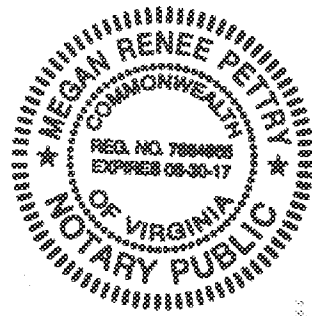
I, Megan Petry a Notary Public for said County and State, do hereby certify that Joseph M. Nowicki personally appeared before me this day and stated that he is Executive Vice President, Chief Financial Officer and Treasurer of Beacon Sales Acquisition, Inc. and acknowledged, on behalf of Beacon Sales Acquisition, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 29 day of September, 2015.

Megan Petry
Notary Public

My commission expires:

06/30/2017



[Signature Page to Beacon Sales Acquisition, Inc. Trademark Security Agreement]

Agreed and Accepted as of the
date first written above.

CITIBANK, N.A.,
as Administrative Agent

By: Justin Tichauer
Name: Justin Tichauer
Title: Director

Schedule A
to
Trademark Security Agreement

	OWNER	MARK	Identification No.	Status Date	Status
1.	BEACON SALES ACQUISITION, INC.	STAGERIGHT	Registration No. 2,369,287	9/18/00	Registered
2.	BEACON SALES ACQUISITION, INC.	TAPERMAP	Registration No. 3,124,360	8/01/06	Registered

Schedule B
to
Trademark Security Agreement

None.