## OP \$165.00 30393

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM357409

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Roofing Supply Group, LLC		10/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association	
Street Address:	Street Address: One South Broad Street, Mail Code Y1375-031	
City:	Philadelphia	
State/Country:	PENNSYLVANIA	
Postal Code:	19107	
Entity Type:	Association: UNITED STATES	

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3039303	RSG ROOFING SUPPLY GROUP
Registration Number:	3069768	
Registration Number:	3177585	
Registration Number:	3163274	BULL
Registration Number:	4741716	PEAK BUILDING PRODUCTS
Registration Number:	3043712	BULL

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/05/2015

TRADEMARK REEL: 005637 FRAME: 0572

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# Total Attachments: 7 source=Roofing Supply Redacted#page1.tif source=Roofing Supply Redacted#page2.tif source=Roofing Supply Redacted#page3.tif source=Roofing Supply Redacted#page4.tif source=Roofing Supply Redacted#page5.tif source=Roofing Supply Redacted#page6.tif source=Roofing Supply Redacted#page6.tif source=Roofing Supply Redacted#page7.tif

OMB Collection 0851-0027 (ex p. 6/30/2005	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office			
RECORDATION FORM COVER SHEET				
TRADEMARKS ONLY				
To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.  1. Name of conveying party(ies)/Execution Date(s):  2. Name and address of receiving party(ies)				
Roofing Supply Group, LLC	Additional names, addresses, or citizenship attached?			
	Name: Wells Fargo Bank, National Association			
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Internal Address: Street Address: <u>One South Broad Street</u> , <u>Mail Code Y1375-031</u>			
☐ Corporation	,			
	City: Philadelphia			
Citizenship: <u>Delaware</u>	State: PA			
Execution Date(s) October 1, 2015	Country: USA Zip: 19107			
Additional names of conveying parties attached? ☐Yes ☒No	шр. <u>1910/</u>			
	☑ Association Citizenship: <u>USA</u>			
3. Nature of conveyance:	General Partnership Citizenship:			
☐ Assignment ☐ Merger	☐ Limited Partnership Citizenship:			
☑ Security Agreement ☐ Change of Name	☐ Corporation Citizenship:			
☐ Other	☐ Other LLC Citizenship:			
	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)			
Application number(s) or registration number(s) and iden     A. Trademark Application No.(s) See Attached Schedule A	tification or description of the Trademark.  B. Trademark Registration No.(s) See Attached Schedule A  Additional sheet(s) attached?			
C. Identification or Description of Trademark(s) (and Filing Date				
5. Name address of party to whom correspondence concerning document should be malled: Name: Susan O'Brien	6. Total number of applications and registrations involved: 6			
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$  Authorized to be charged by credit card			
Street Address: 187 Wolf Road, Suite 101	☐ Authorized to be charged to deposit account			
City: Albany	☐ Enclosed			
State: <u>NY</u> Zip: <u>12205</u>	8. Payment Information:			
Phone Number: <u>800-342-3676</u>	a. Credit Card Last 4 Numbers  Expiration Date			
Fax Number: 800-962-7049	b. Deposit Account Number			
Email Address: cls-udsalbany@wolterskluwer.com	Authorized User Name:			
9. Signature:  Signature  Joanne BL Arnold	October 2, 2015  Date Total number of pages including cover sheet, attachments, and document: 7			

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October I, 2015 is entered into by and among ROOFING SUPPLY GROUP, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 3890 W. Northwest Hwy., Suite 400 Dallas TX 75220, WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at One S. Broad St., Mail Code Y1375-031, Philadelphia, PA 19107, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the 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 ("Holdings"), Beacon Sales Acquisition, Inc., a Delaware corporation, Beacon Leadership Acquisition II, LLC, a Delaware limited liability company, Roofing Supply Group, LLC, a Delaware limited liability company, certain Subsidiaries of Holdings, Beacon Roofing Supply Canada Company, an unlimited liability company organized under the laws of Nova Scotia, the Lenders and the Administrative Agent.

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

The Lenders have agreed to extend credit to the Borrowers 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) breach or enforcement of any Trademark License; and
  - (iv) all products and proceeds of the foregoing.

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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 US 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 US Collateral Agreement, the provisions of the US 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]

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

ROOFING SUPPLY GROUP, LLC, as Grantor By: CDRR Holding, Inc., its sole member

Name: Joseph M. Nowicki

Title Executive Vice President, Chief Financial Officer

and Treasurer

**ACKNOWLEDGMENT** 

STATE OF VICTIMIA

COUNTY OF FAICFAX

I, Work 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 CDRR Holding, Inc., the sole member of Roofing Supply Group, LLC and acknowledged, on behalf of Roofing Supply Group, LLC the due execution of the foregoing instrument.

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

My commission expires:

04/30/2017

REG. NO. 7884088 \* EXPRES 08-30-17 \* E

[Signature Page to Roofing Supply Group, LLC Trademark Security Agreement]

Agreed and Accepted as of the 1st day of October , 2015.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name

Name. Title:

Its Authorized Signalory

[Signature Page to Trademark Agreement (RSG)]

### Schedule A To Trademark Security Agreement

OWNER	MARK	Identification No.	Status Date	Status
ROOFING SUPPLY GROUP, LLC	RSG ROOFING SUPPLY GROUP	Serial No. 76/597,764 Registration No. 3,039,303	01/10/06	Registered
ROOFING SUPPLY GROUP, LLC	BULL LOGO (Design)	Serial No. 76/597,765 Registration No. 3,069,768	03/21/06	Registered
ROOFING SUPPLY GROUP, LLC	BULL	Serial No. 76/597,763 Registration No. 3,043,712	01/17/06	Registered
ROOFING SUPPLY GROUP, LLC	BULL LOGO (Design)	Serial No. 76/977,645 Registration No. 3,177,585	11/28/06	Registered
ROOFING SUPPLY GROUP, LLC	BULL	Serial No. 76/977,644 Registration No. 3,163,274	10/24/06	Registered
ROOFING SUPPLY GROUP. LLC	PEAK BUILDING PRODUCTS ***	Serial No. 86/128,646 Registration No. 4,741,716	05/26/15	Registered

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#### Schedule B To <u>Trademark Security Agreement</u>

None.

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RECORDED: 10/05/2015