

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: | 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: | | | |
| <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> | | | |
| 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 | | |

OP \$165.00 3039303

Total Attachments: 7

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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 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 "US Collateral Agreement"). 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.

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]

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

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 Pettry, 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.

Megan Pettry
Notary Public

My commission expires:

06/30/2017



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

TRADEMARK
REEL: 005637 FRAME: 0577

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: *Sean Mullane*
Name: Sean Mullane
Title: ITS Authorized Signatory

[Signature Page to Trademark Agreement (RSG)]

TRADEMARK
REEL: 005637 FRAME: 0578

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 |

Schedule B
To
Trademark Security Agreement

None.

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