

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INSTALLED BUILDING PRODUCTS, LLC		04/13/2017	Limited Liability Company: DELAWARE
TCI CONTRACTING, LLC		04/13/2017	Limited Liability Company: GEORGIA
BER ENERGY SERVICES, LLC		04/13/2017	Limited Liability Company: TEXAS
IBP TEXAS ASSETS I, LLC		04/13/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Term Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3602240	TCI
Registration Number:	3602245	TOTAL COMFORT INSTALLATIONS
Registration Number:	3602243	TCI TOTAL COMFORT INSTALLATIONS
Registration Number:	4483382	B U I L D E R S ENERGY RATER
Registration Number:	4483381	BUILDERS ENERGY RATER
Registration Number:	4331706	CE3
Registration Number:	4808295	WHAT'S IN YOUR WALLS?
Registration Number:	4295442	KEY INSULATION
Registration Number:	4289046	KEY INSULATION

CORRESPONDENCE DATA

Fax Number: 2123037064

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.

CH \$240.00 3602240

Phone: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 200 Park Avenue, 28th Floor
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 78436.00225

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 04/13/2017

Total Attachments: 5

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TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2017 (this “Agreement”), among TCI Contracting, LLC, BER Energy Services, LLC, IBP Texas Assets I, LLC and Installed Building Products, LLC (the “Grantors”) and ROYAL BANK OF CANADA, as Term Collateral Agent (in such capacity, the “Term Collateral Agent”).

Reference is made to (a) the Term Loan Credit Agreement dated as of April 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among INSTALLED BUILDING PRODUCTS, INC., as Borrower, the other parties from time to time party thereto and ROYAL BANK OF CANADA, as Administrative Agent and (b) the Term Collateral Agreement dated of April 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto, and the Term Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Term Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Term Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Term Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement and ABL/Term Loan Intercreditor Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Term Collateral Agent with respect to the Copyright Collateral are more fully set forth in the Term Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Term Collateral Agreement, the terms of the Term Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Term Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and (ii) the exercise of any right or remedy by the Term Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation

proceeds) of any Collateral, are subject to the provisions of the ABL/Term Loan Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Term Loan Intercreditor Agreement and the terms of this Agreement, the terms of the ABL/Term Loan Intercreditor Agreement shall govern.


SECTION 4. Counterparts. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


INSTALLED BUILDING PRODUCTS,
LLC, as Grantor

By: 
Name: Michael T. Miller
Title: Executive Vice President and
Chief Financial Officer


TCI CONTRACTING, LLC, as Grantor

By: 
Name: Michael T. Miller
Title: Executive Vice President and
Chief Financial Officer

BER ENERGY SERVICES, LLC, as
Grantor

By: 
Name: Michael T. Miller
Title: Executive Vice President and
Chief Financial Officer

IBP TEXAS ASSETS I, LLC, as Grantor

By: 
Name: Michael T. Miller
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ROYAL BANK OF CANADA, as Term
Collateral Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006034 FRAME: 0726

Schedule I

Trademarks:

U.S. Federal Trademarks

Trademark	Country	Owner Name	Application No.	Registration Date	Registration No.
TCI	United States of America	TCI Contracting, LLC	77/560,525	4/7/2009	3,602,240
TOTAL COMFORT INSTALLATIONS	United States of America	TCI Contracting, LLC	77/560,570	4/7/2009	3,602,245
TCI TOTAL COMFORT INSTALLATIONS & DESIGN	United States of America	TCI Contracting, LLC	77/560,550	4/7/2009	3,602,243
BUILDERS ENERGY RATER & DESIGN	United States of America	BER ENERGY SERVICES, LLC	85/666,359	2/18/2014	4,483,382
BUILDERS ENERGY RATER	United States of America	BER ENERGY SERVICES, LLC	85/666,356	2/18/2014	4,483,381
CE3 & DESIGN	United States of America	BER ENERGY SERVICES, LLC	85/723,233	5/7/2013	4,331,706
WHAT'S IN YOUR WALLS?	United States of America	IBP TEXAS ASSETS I, LLC	86/525,472	9/8/2015	4,808,295
KEY INSULATION & DESIGN	United States of America	IBP TEXAS ASSETS I, LLC	85/666,354	2/26/2013	4,295,442
KEY INSULATION	United States of America	IBP TEXAS ASSETS I, LLC	85/666,352	2/12/2013	4,289,046