

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM423659

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IBP Texas Assets I, LLC		04/13/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Administrative Agent		
<b>Street Address:</b>	3333 Peachtree Road, Mail Code GA-ATL-1981, 4th Floor-East Tower		
<b>Internal Address:</b>	Attn: Asset Manager-Installed Building Products, Inc.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4808295	WHAT'S IN YOUR WALLS?	
<b>Registration Number:</b>	4295442	KEY INSULATION	
<b>Registration Number:</b>	4289046	KEY INSULATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045818330		
<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>			
<b>Phone:</b>	404-581-8275		
<b>Email:</b>	srbrown@jonesday.com		
<b>Correspondent Name:</b>	Sidney R. Brown, Jones Day		
<b>Address Line 1:</b>	1420 Peachtree Street, NE		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Sidney R. Brown		
<b>SIGNATURE:</b>	/Sidney R. Brown/		
<b>DATE SIGNED:</b>	04/13/2017		
<b>Total Attachments: 5</b>			
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ABL TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2017 (this “Agreement”), among IBP Texas Assets I, LLC, a Delaware limited liability company (the “Grantor”) and SunTrust Bank, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the 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 hereto and SUNTRUST BANK, as Administrative Agent and (b) the Security Agreement dated of April 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Borrower, the other Grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security 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 Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Creditors, 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. [Reserved].

SECTION 4. Security Agreement and ABL/Term Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Administrative Agent for the benefit of the Secured Creditors pursuant to the Security Agreement and (ii) the exercise of any right or remedy by the Administrative 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 Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Term Intercreditor Agreement and the terms of this Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern.

SECTION 5. 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 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

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

IBP TEXAS ASSETS I, LLC, as Grantor

By:

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

[Installed Building Products – Trademark Security Agreement]

SunTrust Bank, as Administrative Agent

By: Tighe A. Ittner  
Name: Tighe A. Ittner  
Title: Director

[Installed Building Products – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006034 FRAME: 0866**

# Schedule I

Trademark	Country	Case Number	Owner Name	Application No.	Filing Date	Class	Registration Date	Registration No.
WHAT'S IN YOUR WALLS?	United States of America	2845004297	IBP TEXAS ASSETS I, LLC	86/525,472	2/5/2015	37,	9/8/2015	4,808,295
KEY INSULATION & DESIGN	United States of America	2845004298	IBP TEXAS ASSETS I, LLC	85/666,354	7/1/2012	37,	2/26/2013	4,295,442
KEY INSULATION	United States of America	2845004299	IBP TEXAS ASSETS I, LLC	85/666,352	7/1/2012	37,	2/12/2013	4,289,046

TRADEMARK

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RECORDED: 04/13/2017