

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as administrative agent		01/02/2018	National Banking Association:
RECEIVING PARTY DATA			
Name:	Roofing Supply Group, LLC		
Street Address:	3890 W. Northwest Hwy., Suite 400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75220		
Entity Type:	Limited Liability Company: DELAWARE		
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	
Serial Number:	76977645		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F174617 RSG Release		
NAME OF SUBMITTER:	Rachel Klein		

OP \$165.00 3039303

SIGNATURE:	/RACHEL KLEIN/
DATE SIGNED:	01/02/2018
Total Attachments: 4 source=RSG TM Release#page2.tif source=RSG TM Release#page3.tif source=RSG TM Release#page4.tif source=RSG TM Release#page5.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Termination and Release”), dated as of January 2, 2018, from Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties, to Roofing Supply Group, LLC (the “Grantor”) in connection with the Trademark Security Agreement, dated as of October 1, 2015 between the Grantor and the Administrative Agent, (the “Trademark Security Agreement”), as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time). Capitalized terms used herein without definition have the meanings set forth in the Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to (i) that certain Term Loan Collateral Agreement, dated as of October 1, 2015 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the “Collateral Agreement”), among Beacon Roofing Supply, Inc., a Delaware corporation (the “Borrower”), the Grantors from time to time party thereto and the Administrative Agent and (ii) the Trademark Security Agreement, the Grantors granted and pledged to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of itself and the Secured Parties, and granted to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, among other collateral as set forth therein, a continuing security interest in all of the Borrower’s right, title and interest in (a) the Trademark registrations set forth on Schedule I hereto, (b) all claims by the Grantor against third parties for (1) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule I hereto or (2) injury to the goodwill associated with any Trademark or Trademark registration and (c) all products and proceeds of the foregoing (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 1, 2015 at Trademark Reel 5635 and Frame 765; and

WHEREAS, the Administrative Agent is, pursuant to (i) that certain payoff letter dated as of the date hereof among Citibank, N.A. and the Borrower and (ii) this Termination and Release, terminating, releasing and discharging the entirety of its continuing security interest in the Trademark Collateral in accordance with Section 7.15 of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Trademark Security Agreement, the receipt and adequacy of which are

hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees as follows:

1. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its continuing security interest in all of the Grantors' right, title or interest in, to and under all of the Trademark Collateral, and any right, title or interest of the Administrative Agent or any other Secured Party therein shall hereby cease and become void.

2. Further Assurances. The Administrative Agent shall, at the expense of the Grantors, execute and deliver to the Grantors all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the security interest in respect of the Trademark Collateral, in each case as reasonably requested by the Grantors.

3. Applicable Law. **THIS TERMINATION AND RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

4. Electronic Delivery. Delivery of an executed page to this Termination and Release by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed Termination and Release.

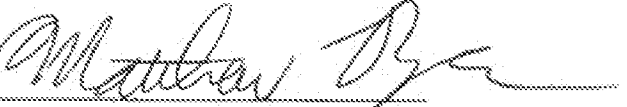
5. Miscellaneous. The execution and delivery of this Termination and Release and any document or agreement referred to herein or in connection herewith, and the taking of any action in connection herewith shall be without recourse to, or representation or warranty by, the Administrative Agent or any other Secured Party. Nothing herein shall be construed to act as a release of, or prejudice the rights of the Administrative Agent or the Secured Parties to, the security interest created under any Security Document, other than in respect of the assets being released hereunder.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CITIBANK, N.A., as Administrative Agent

By 
Name:
Title: Matthew Beshaw
Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]

[[3686667]]

Schedule I

Trademarks

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Reg. Date</u>	<u>Record Owner (State of Organization)</u>	<u>Status/Lien/Ownership Other Issues</u>
RSG ROOFING SUPPLY GROUP	Serial No. 76/597,764 Registration No. 3,039,303	01/10/06	Roofing Supply Group, LLC (Delaware)	Registered
BULL LOGO (Design)	Serial No. 76/597,765 Registration No. 3,069,768	03/21/06	Roofing Supply Group, LLC (Delaware)	Registered
BULL	Serial No. 76/597,763 Registration No. 3,177,585	01/17/06	Roofing Supply Group, LLC (Delaware)	Registered
BULL LOGO (Design)	Serial No. 76/977,645 Registration No. 3,177,585	11/28/06	Roofing Supply Group, LLC (Delaware)	Registered
BULL	Serial No. 76/977,644 Registration No. 3,163,274	10/24/06	Roofing Supply Group, LLC (Delaware)	Registered
PEAK BUILDING PRODUCTS	Serial No. 86/128,646 Registration No. 4,741,716	05/26/15	Roofing Supply Group, LLC (Delaware)	Registered