

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464626

<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>
Allied Building Products Corp.		01/02/2018	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One Boston Place		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3990794	TRI-BUILT	
<b>Registration Number:</b>	4119942	ALLIED BUILDING PRODUCTS CORP.	
<b>Registration Number:</b>	3792064	CUTTING EDGE	
<b>Registration Number:</b>	4023161	ALLIED BUILDING PRODUCTS CORP.	
<b>Registration Number:</b>	3318346	CUTTINGEDGE	
<b>Registration Number:</b>	3329479	CUTTINGEDGE	
<b>Registration Number:</b>	3056622	AIRFLO	
<b>Registration Number:</b>	3149271	TRI-BUILT	
<b>Registration Number:</b>	2918668	CUTTINGEDGE	
<b>Registration Number:</b>	2929455	TRI-BUILT	
<b>Registration Number:</b>	2701606	ALLIED	
<b>Registration Number:</b>	4806569	TRI-BUILT	
<b>Registration Number:</b>	4016421	TRI-BUILT MATERIALS GROUP	
<b>Registration Number:</b>	4119941	ALLIED	
<b>Registration Number:</b>	4060412	ALLIED INTERIOR PRODUCTS	
<b>Registration Number:</b>	3528374	ONE SOURCE 1 ONE SOLUTION	
<b>Registration Number:</b>	3307379	CUTTING EDGE	
<b>Registration Number:</b>	3155191	WEATHER OR NOT	

OP \$565.00 3990794

Property Type	Number	Word Mark
Registration Number:	3245764	T TRI-BUILT
Registration Number:	3149158	MATERIAL REWARDS
Registration Number:	2912272	ALLIED BUILDING PRODUCTS CORP.
Serial Number:	86897254	ALLIED EDGE

**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.*

**Phone:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** Cogency Global Inc.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F175858
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	03/07/2018

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of January 2, 2018 is entered into by and among ALLIED BUILDING PRODUCTS CORP., a New Jersey corporation (the "Grantor"), having its chief executive office at 505 Huntmar Park Drive, Suite 300 Herndon, VA 20170, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at One Boston Place, 18th Floor, Boston, Massachusetts 02108, 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, 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 Amended and Restated 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; and

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement, and 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, and lien on, 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.

ALLIED BUILDING PRODUCTS CORP., as Grantor

By: 

Name: Joseph M. Nowicki

Title: Executive Vice President, Chief Financial  
Officer and Treasurer

[SIGNATURE PAGE CONTINUES]

[Signature Page to Trademark Security Agreement (Allied)]

TRADEMARK  
REEL: 006285 FRAME: 0631

Agreed and Accepted as of the  
2\_\_ day of January\_\_\_\_\_, 2018.

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 




Name: Anwar S. Young  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Allied)]

**TRADEMARK**  
**REEL: 006285 FRAME: 0632**

Schedule A  
To  
Trademark Security Agreement

<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>
ALLIED EDGE	Application No. 86/897,254	02/04/16	Allied Building Products Corp. (New Jersey)	Pending
TRI-BUILT	Registration No. 3,990,794	07/05/11	Allied Building Products Corp. (New Jersey)	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 4,119,942	04/03/12	Allied Building Products Corp. (New Jersey)	Registered
CUTTING EDGE	Registration No. 3,792,064	05/25/10	Allied Building Products Corp. (New Jersey)	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 4,023,161	09/06/11	Allied Building Products Corp. (New Jersey)	Registered
CUTTINGEDGE 	Registration No. 3,318,346	10/23/07	Allied Building Products Corp. (New Jersey)	Registered
CUTTINGEDGE	Registration No. 3,329,479	11/06/07	Allied Building Products Corp. (New Jersey)	Registered
AIRFLO	Registration No. 3,056,622	01/31/06	Allied Building Products Corp. (New Jersey)	Registered
TRI-BUILT	Registration No. 3,149,271	09/26/06	Allied Building Products Corp. (New Jersey)	Registered
CUTTINGEDGE	Registration No. 2,918,668	01/18/05	Allied Building Products Corp. (New Jersey)	Registered
TRI-BUILT	Registration No. 2,929,455	03/01/05	Allied Building Products Corp. (New Jersey)	Registered
ALLIED 	Registration No. 2,701,606	04/01/03	Allied Building Products Corp. (New Jersey)	Registered
<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>

TRI-BUILT	Registration No. 4,806,569	09/08/15	Allied Building Products Corp (New Jersey).	Registered
TRI-BUILT MATERIALS GROUP	Registration No. 4,016,421	08/23/11	Allied Building Products Corp (New Jersey).	Registered
ALLIED 	Registration No. 4,119,941	04/03/12	Allied Building Products Corp (New Jersey).	Registered
ALLIED INTERIOR PRODUCTS	Registration No. 4,060,412	11/22/11	Allied Building Products Corp (New Jersey).	Registered
ONE SOURCE 1 ONE SOLUTION 	Registration No. 3,528,374	11/04/08	Allied Building Products Corp (New Jersey).	Registered
CUTTING EDGE	Registration No. 3,307,379	10/09/07	Allied Building Products Corp (New Jersey).	Registered
WEATHER OR NOT	Registration No. 3,155,191	10/10/06	Allied Building Products Corp (New Jersey).	Registered
T TRI-BUILT 	Registration No. 3,245,764	05/29/07	Allied Building Products Corp (New Jersey).	Registered
MATERIAL REWARDS	Registration No. 3,149,158	09/26/06	Allied Building Products Corp (New Jersey).	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 2,912,272	12/21/04	Allied Building Products Corp (New Jersey).	Registered



Schedule B  
To  
Trademark Security Agreement

None

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