

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475204

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	9

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SRS Distribution Inc.		05/23/2018	Corporation: DELAWARE
Roofline, Inc.		05/23/2018	Corporation: OREGON

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent under the Term Loan Agreement
Street Address:	One Independence Center, 101 N. Tryon St.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5112106	ADVANCED BUILDING PRODUCTS
Registration Number:	5112107	ADVANCED BUILDING PRODUCTS
Registration Number:	4972712	B&L
Registration Number:	5016309	B&L WHOLESALE SUPPLY
Registration Number:	5016310	D.J. ROOFING SUPPLY
Registration Number:	4987723	
Registration Number:	3839566	
Registration Number:	4533390	HERITAGE
Registration Number:	4663005	HERITAGE WHOLESALERS
Registration Number:	3717217	METRO ROOFING SUPPLIES
Registration Number:	4972717	MFK
Registration Number:	4987724	MFK
Registration Number:	4972716	MYLES F. KELLY
Registration Number:	4213465	PACE SUPPLY
Registration Number:	4213468	PACE SUPPLY
Registration Number:	4213469	ROOFLINE SUPPLY & DELIVERY
Registration Number:	4213470	ROOFLINE SUPPLY & DELIVERY

OP \$690.00 5112106

Property Type	Number	Word Mark
Registration Number:	4213490	STONEWAY ROOFING SUPPLY
Registration Number:	4217117	STONEWAY ROOFING SUPPLY
Registration Number:	4217120	SUNCOAST ROOFERS SUPPLY
Registration Number:	4213493	SUNCOAST ROOFERS SUPPLY
Registration Number:	4311670	SUPERIOR DISTRIBUTION
Serial Number:	87406469	
Serial Number:	87266491	TOP SPEC
Serial Number:	87406464	TOPSPEC
Serial Number:	87310165	TOP SHIELD
Serial Number:	87406478	TOPSHIELD

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 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:	N451847 Term Loan TM AGMT
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	05/23/2018

Total Attachments: 8
source=Term Loan Trademark Security Agreement#page5.tif
source=Term Loan Trademark Security Agreement#page6.tif
source=Term Loan Trademark Security Agreement#page7.tif
source=Term Loan Trademark Security Agreement#page8.tif
source=Term Loan Trademark Security Agreement#page9.tif
source=Term Loan Trademark Security Agreement#page10.tif
source=Term Loan Trademark Security Agreement#page11.tif
source=Term Loan Trademark Security Agreement#page12.tif

TERM LOAN TRADEMARK SECURITY AGREEMENT

This TERM LOAN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 23, 2018, is made by SRS Distribution Inc., a Delaware corporation (“**SRS Distribution**”) and Roofline, Inc., an Oregon corporation (“**Roofline**” and, collectively with SRS Distribution, the “**Grantors**” and each a “**Grantor**”), in favor of BANK OF AMERICA, N.A., as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain Term Loan Security Agreement, dated as of May 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantors’ right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

SRS DISTRIBUTION INC.

By: Eric J. Hinkle
Name: Eric J. Hinkle
Title: Vice President, Chief Accounting Officer
and Treasurer

ROOFLINE, INC.

By: Eric J. Hinkle
Name: Eric J. Hinkle
Title: Vice President and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

SRS DISTRIBUTION INC.

By: _____
Name: Eric J. Hinkle
Title: Vice President, Chief Accounting Officer
and Treasurer

ROOFLINE, INC.

By: _____
Name: Eric J. Hinkle
Title: Vice President and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: Christine Trotter
Name:
Title: **Christine Trotter**
Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

INTELLECTUAL PROPERTY

Trademarks:

<u>Grantor</u>	<u>Country</u>	<u>Mark Docket No.</u>	<u>Application Number/ Application Date</u>	<u>Registration Number/ Registration Date</u>
SRS Distribution Inc.	United States	ADVANCED BUILDING PRODUCTS SRSR.T0026US.AP1	86/788,618 10/15/2015	5,112,106 1/3/2017
SRS Distribution Inc.	United States	ADVANCED BUILDING PRODUCTS & Design SRSR.T0027US.AP1	86/788,630 10/15/2015	5,112,107 1/3/2017
SRS Distribution Inc.	United States	B&L SRSR.T0019US.AP1	86/788,584 10/15/2015	4,972,712 6/7/2016
SRS Distribution Inc.	United States	B&L WHOLESALE SUPPLY (Stylized) SRSR.T0020US.AP1	86/788,593 10/15/2015	5,016,309 8/9/2016
SRS Distribution Inc.	United States	D.J. ROOFING SUPPLY SRSR.T0021US.AP1	86/788,599 10/15/2015	5,016,310 8/9/2016
SRS Distribution Inc.	United States	Design (Triangle logo) SRSR.T0022US.AP1	86/788,602 10/15/2015	4,987,723 6/28/2016
SRS Distribution Inc.	United States	Design Only	87/406,469 4/11/2017	N/A N/A
SRS Distribution Inc.	United States	Design Only	85/014,469 4/15/2010	3,839,566 8/24/2010
SRS Distribution Inc.	United States	HERITAGE SRSR.T0017US.AP1	86/085,959 10/8/2013	4,533,390 5/20/2014
SRS Distribution Inc.	United States	HERITAGE WHOLESALE & Design SRSR.T0018US.AP1	86/277,017 5/9/2014	4,663,005 12/30/2014
SRS Distribution Inc.	United States	METRO ROOFING SUPPLIES & Design	76/697,118 4/28/2009	3,717,217 12/1/2009
SRS Distribution Inc.	United States	MFK SRSR.T0024US.AP1	86/788,614 10/15/2015	4,972,717 6/7/2016
SRS Distribution Inc.	United States	MFK (Stylized) SRSR.T0025US.AP1	86/788,623 10/15/2015	4,987,724 6/28/2016
SRS Distribution	United States	MYLES F. KELLY	86/788,608	4,972,716

Inc.		SRSR.T0023US.AP1	10/15/2015	6/7/2016
SRS Distribution Inc.	United States	PACE SUPPLY SRSR.T0004US.AP1	85/532,604 02/02/2012	4,213,465 09/25/2012
SRS Distribution Inc.	United States	PACE SUPPLY & Design SRSR.T0005US.AP1	85/532,615 02/02/2012	4,213,468 09/25/2012
Roofline, Inc.	United States	ROOFLINE SUPPLY & DELIVERY SRSR.T0006US.AP1	85/532,622 02/02/2012	4,213,469 09/25/2012
Roofline, Inc.	United States	ROOFLINE SUPPLY & DELIVERY & Design SRSR.T0007US.AP1	85/532,643 02/02/2012	4,213,470 09/25/2012
SRS Distribution Inc.	United States	STONEWAY ROOFING SUPPLY SRSR.T0010US.AP1	85/533,623 02/03/2012	4,213,490 09/25/2012
SRS Distribution Inc.	United States	STONEWAY ROOFING SUPPLY & Design SRSR.T0011US.AP1	85/533,655 02/03/2012	4,217,117 10/02/2012
SRS Distribution Inc.	United States	SUNCOAST ROOFERS SUPPLY SRSR.T0012US.AP1	85/533,683 02/03/2012	4,217,120 10/02/2012
SRS Distribution Inc.	United States	SUNCOAST ROOFERS SUPPLY & Design SRSR.T0013US.AP1	85/533,693 02/03/2012	4,213,493 09/25/2012
SRS Distribution Inc.	United States	SUPERIOR DISTRIBUTION & Design SRSR.T0015US.AP1	85/533,708 02/03/2012	4,311,670 4/2/2013
SRS Distribution Inc.	United States	TOP SPEC SRSR.T0028US.AP1	87/266,491 12/13/2016	N/A N/A
SRS Distribution Inc.	United States	TOPSPEC**	87/406,464 4/11/2017	N/A N/A
SRS Distribution Inc.	United States	TOP SHIELD SRSR.T0030US.AP1	87/310,165 1/23/2017	N/A N/A
SRS Distribution Inc.	United States	TOP SHIELD & Design**	87/406,478 4/11/2017	N/A N/A

Trade Names:

Advanced Building Products
American Roofing Supply
Atlantic Roofing Distributors
B&L Wholesale Supply

Commercial Distribution Specialists
Contractors Siding, Windows & Roofing Supply
Heritage Wholesalers
Kohl Building Products
Metro Roofing Supplies
Midwest Roofing Supply
Monroe Aluminum Products
Myles F Kelly
National Building & Roofing Supplies
National Building Supply
River City Wholesale
RoofLine Supply and Delivery
SG Wholesale Roofing Supplies
Shake & Shingle Supply
Southern Shingles
Stoneway Roofing Supply
Suncoast Roofers Supply
Superior Distribution
Willoughby Supply Company