

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEACON ROOFING SUPPLY, INC.		12/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5605826	DEALER PRO+	
Registration Number:	5600499	DEALER PRO+	
Registration Number:	5586254	BEACON	
Registration Number:	5586179	BEACON STORM+	
Registration Number:	5586026	BEACON 3D+	
Registration Number:	5586025		
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	38766-30100		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

CH \$165.00 5605826

DATE SIGNED:	01/15/2019
---------------------	------------

Total Attachments: 6

source=Trademark Security Agreement-Beacon Roofing-ABL#page1.tif

source=Trademark Security Agreement-Beacon Roofing-ABL#page2.tif

source=Trademark Security Agreement-Beacon Roofing-ABL#page3.tif

source=Trademark Security Agreement-Beacon Roofing-ABL#page4.tif

source=Trademark Security Agreement-Beacon Roofing-ABL#page5.tif

source=Trademark Security Agreement-Beacon Roofing-ABL#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of December 31, 2018 is entered into by and among BEACON ROOFING SUPPLY, INC., a Delaware 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 January 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, Beacon Sales Acquisition, Inc., a Delaware corporation, certain Subsidiaries of the Grantor, 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 January 2, 2018 by and among the Grantor, certain Subsidiaries of 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.

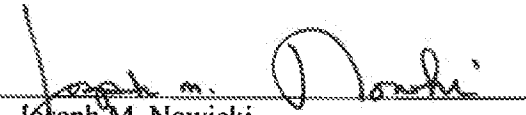
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

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.

BEACON ROOFING SUPPLY, INC., as Grantor

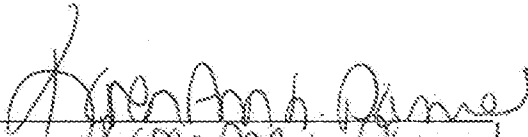
By: 
Name: Joseph M. Nowicki
Title: Executive Vice President, Chief Financial Officer and Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006524 FRAME: 0639

Agreed and Accepted as of the
31st day of December, 2018

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Karen Ann Dams
Title: VP

Signature Page to Trademark Security Agreement


TRADEMARK
REEL: 006524 FRAME: 0640

Schedule A
To
Trademark Security Agreement

U.S.

Word Mark	Serial Number	Reg. Number
DEALER PRO+	87837971	5605826
DEALER PRO+	87837949	5600499
BEACON	87866719	5586254
BEACON STORM+	87842354	5586179
BEACON 3D+	87837903	5586026
Design Only	87837884	5586025

Canada

Mark	Serial Number	Reg. Number
DEALERS CHOICE & Design 	1899782	
DEALERS CHOICE	1899781	

Schedule B
To
Trademark Security Agreement

None.