

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM505915

<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>
BEACON SALES ACQUISITION, INC.		12/31/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A., as Administrative Agent		
<b>Street Address:</b>	1615 Brett Road, Ops III		
<b>City:</b>	New Castle		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19720		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	87845589	TRI-BUILT	
Serial Number:	86312697	TRI-BUILT	
Serial Number:	78939174	CUTTINGEDGE	
Serial Number:	78971213	CUTTING EDGE	
Serial Number:	78608945	WEATHER OR NOT	
Serial Number:	77692533	ALLIED	
Serial Number:	77692579	ALLIED BUILDING PRODUCTS CORP.	
Serial Number:	77692000	ALLIED INTERIOR PRODUCTS	
Serial Number:	77860351	TRI-BUILT MATERIALS GROUP	
Serial Number:	77689803	ALLIED BUILDING PRODUCTS CORP.	
Serial Number:	77888135	TRI-BUILT	
Serial Number:	77692943	CUTTING EDGE	
Serial Number:	77192110	ONE SOURCE 1 ONE SOLUTION	
Serial Number:	76620693	TRI-BUILT	
Serial Number:	76576549	MATERIAL REWARDS	
Serial Number:	76620690	T TRI-BUILT	
Serial Number:	76533216	ALLIED BUILDING PRODUCTS CORP.	
Serial Number:	76629301	AIRFLO	
Serial Number:	76535016	TRI-BUILT	
<b>TRADEMARK</b>			

CH \$540.00 87845589

Property Type	Number	Word Mark
Serial Number:	76570433	CUTTINGEDGE
Serial Number:	75496397	ALLIED

#### CORRESPONDENCE DATA

**Fax Number:** 2149813400

*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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	38766-30100
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	01/15/2019

#### Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of December 31, 2018 is entered into by and among BEACON SALES ACQUISITION, INC., a Delaware corporation (the “Grantor”), having its chief executive office at 505 Huntmar Park Drive, Suite 300, Herndon, VA 20170, and CITIBANK, N.A., as administrative agent (the “Administrative Agent”), with offices at 1615 Brett Road, Ops III, New Castle, DE 19720, Attention: Global Loans/Agency.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement dated as of January 2, 2018 by and among the Grantor, Beacon Roofing Supply, Inc., a Delaware corporation (the “Borrower”), certain Subsidiaries of the Borrower party thereto and the Administrative Agent (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Collateral Agreement”). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

The Lenders (as defined in the Credit Agreement) have agreed to make extensions of credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, dated as of January 2, 2018 by and among the Borrower, the Lenders from time to time thereunder and the Administrative Agent (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Credit Agreement”). The obligations of the Lenders to make such extensions of credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from such extensions of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to become Lenders under the Credit Agreement and to make their respective extensions of credit to the Borrower thereunder.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a continuing security interest in 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) any 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 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 Collateral Agreement, the provisions of the Collateral Agreement shall govern.

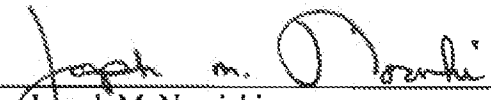
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

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 SALES ACQUISITION, 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: 006568 FRAME: 0633**

Agreed and Accepted as of the  
date first written above.

CITIBANK, N.A.,  
as Administrative Agent

By: 

Name: Scott Sanborn

Title: Managing Director & Vice President

*Signature Page to Trademark Security Agreement*

## Schedule A

to

Trademark Security AgreementU.S.

Mark	Serial Number	Reg. Number
	87845589	
TRI-BUILT	86312697	4806569
CUTTINGEDGE	78939174	3329479
CUTTING EDGE	78971213	3307379
WEATHER OR NOT	78608945	3155191
	77692533	4119941
ALLIED BUILDING PRODUCTS CORP.	77692579	4119942
ALLIED INTERIOR PRODUCTS	77692000	4060412
TRI-BUILT MATERIALS GROUP	77860351	4016421
ALLIED BUILDING PRODUCTS CORP.	77689803	4023161
TRI-BUILT	77888135	3990794
CUTTING EDGE	77692943	3792064
ONE source   ONE solution	77192110	3528374
TRI-BUILT	76620693	3149271
MATERIAL REWARDS	76576549	3149158
	76620690	3245764
ALLIED BUILDING PRODUCTS CORP.	76533216	2912272
AIRFLO	76629301	3056622
TRI-BUILT	76535016	2929455
CUTTINGEDGE	76570433	2918668
	75496397	2701606

*Signature Page to Trademark Security Agreement*

Canada

Mark	Serial Number	Reg. Number
TRI-BUILT	1895239	



Schedule B  
to  
Trademark Security Agreement

None.

*Signature Page to Trademark Security Agreement*

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**RECORDED: 01/15/2019**

**TRADEMARK  
REEL: 006568 FRAME: 0637**