OP \$40.00 2662937

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM537912

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Expert Insulation of Minnesota, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent		
Street Address:	Mail Code GA-ATL-1981, 3333 Peachtree Road		
Internal Address:	4th Floor-East Tower, Attn: Asset Manager-Installed Building Products, Inc.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: GEORGIA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2662937	EXPERT INSULATION	

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Sidney R. Brown	
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	08/23/2019

Total Attachments: 5

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ABL TRADEMARK SECURITY AGREEMENT, dated as of August 23, 2019 (this "Agreement"), among Expert Insulation of Minnesota, LLC, a Delaware limited liability company (the "Grantor") and SunTrust Bank, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of April 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among INSTALLED BUILDING PRODUCTS, INC. as Borrower, the other parties from time to time party hereto and SUNTRUST BANK, as Administrative Agent and (b) the Security Agreement dated of April 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Borrower, the other Grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in <u>Section 1.01(b)</u> of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. [Reserved].

SECTION 4. Security Agreement and ABL/Term Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Administrative Agent for the benefit of the Secured Creditors pursuant to the Security Agreement and (ii) the exercise of any right or remedy by the Administrative Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions

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of the ABL/Term Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Term Intercreditor Agreement and the terms of this Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern.

SECTION 5. <u>Counterparts</u>. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EXPERT INSULATION OF MINNESOTA, LLC, as Grantor

Bv:

Todd R. Fry, Chief Accounting Officer

and Treasurer

SUNTRUST BANK, as Administrative Agent

Name: Michael Dembski

Title: Director

[Signature Page to Trademark Security Agreement]

Schedule I

TRADEMARK	REG NUMBER	REG. DATE	OWNER
Expert Insulation & Design	2,662,937	12/17/2002	Expert Insulation of Minnesota, LLC

NAI-1508570163v2

RECORDED: 08/23/2019

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