

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544456

<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.		10/09/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
<b>Street Address:</b>	60 LIVINGSTON AVENUE		
<b>City:</b>	ST. PAUL		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107-1419		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3069768		
<b>Registration Number:</b>	2473312	MCCLURE JOHNSTON	
<b>Registration Number:</b>	2499866	MCCLURE JOHNSTON COMPANY MJ QUALITY SERV	
<b>Registration Number:</b>	4741716	PEAK BUILDING PRODUCTS	
<b>Registration Number:</b>	3594101	WOODFEATHERS	
<b>Registration Number:</b>	2369287	STAGERIGHT	
<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>	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>TRADEMARK</b>			

OP \$665.00 3069768

Property Type	Number	Word Mark
Registration Number:	4060412	ALLIED INTERIOR PRODUCTS
Registration Number:	3307379	CUTTING EDGE
Registration Number:	3155191	WEATHER OR NOT
Registration Number:	3245764	T TRI-BUILT
Registration Number:	3149158	MATERIAL REWARDS
Registration Number:	2912272	ALLIED BUILDING PRODUCTS CORP.
Registration Number:	5807855	TRI-BUILT

**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:** 202.370.4750

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jennifer Tindie

**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>	1139241
<b>NAME OF SUBMITTER:</b>	Annette Vera
<b>SIGNATURE:</b>	/Annette Vera/
<b>DATE SIGNED:</b>	10/09/2019

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of October 9, 2019 (this "Agreement"), 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 U.S. BANK NATIONAL ASSOCIATION, as collateral agent (the "Collateral Agent"), with offices at 60 Livingston Avenue, St. Paul, MN 55107-1419.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Collateral Agreement"), by and among the Beacon Roofing Supply, Inc., a Delaware corporation (the "Company"), certain Subsidiaries of the Company party thereto (including the Grantor) and the Collateral Agent, in respect of the Company's 4.500% Senior Secured Notes due 2026. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, 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 Collateral 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 shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

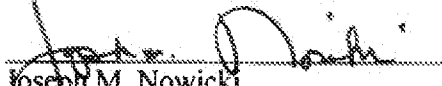
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

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 and  
Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006767 FRAME: 0081**


Agreed and Accepted as of the  
date first written above.

**U.S. BANK NATIONAL ASSOCIATION,**  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

  
Joshua A. Hahn  
Vice President



*[Signature Page to Trademark Security Agreement]*


**TRADEMARK**  
**REEL: 006767 FRAME: 0082**

## Schedule A

to

Trademark Security Agreement

<u>Mark</u>	<u>App. No./Reg. No.</u>	<u>(Filing Date)/Reg. Date</u>	<u>Record Owner (State of Organization)</u>	<u>Status</u>
Design Only 	Registration No. 3,069,768	3/21/06	Beacon Sales Acquisition, Inc.	Registered
MCCLURE JOHNSTON	Registration No. 2,473,312	7/31/01	Beacon Sales Acquisition, Inc.	Registered
MCCLURE JOHNSTON COMPANY MJ QUALITY SERVICE SINCE 1914 	Registration No. 2,499,866	10/23/01	Beacon Sales Acquisition, Inc.	Registered
PEAK BUILDING PRODUCTS	Registration No. 4,741,716	5/26/15	Beacon Sales Acquisition, Inc.	Registered
WOODFEATHERS	Registration No. 3,594,101	3/24/09	Beacon Sales Acquisition, Inc.	Registered
STAGERIGHT	Registration No. 2,369,287	7/18/00	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 3,990,794	07/05/11	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 4,119,942	04/03/12	Beacon Sales Acquisition, Inc. (Delaware)	Registered

<u>Mark</u>	<u>App. No./Reg. No.</u>	<u>(Filing Date)/Reg. Date</u>	<u>Record Owner (State of Organization)</u>	<u>Status</u>
CUTTING EDGE	Registration No. 3,792,064	05/25/10	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 4,023,161	09/06/11	Beacon Sales Acquisition, Inc. (Delaware)	Registered
CUTTINGEDGE	Registration No. 3,329,479	11/06/07	Beacon Sales Acquisition, Inc. (Delaware)	Registered
AIRFLO	Registration No. 3,056,622	01/31/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 3,149,271	09/26/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
CUTTINGEDGE	Registration No. 2,918,668	01/18/05	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 2,929,455	03/01/05	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED 	Registration No. 2,701,606	04/01/03	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 4,806,569	09/08/15	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT MATERIALS GROUP	Registration No. 4,016,421	08/23/11	Beacon Sales Acquisition, Inc. (Delaware)	Registered



<u>Mark</u>	<u>App. No./Reg. No.</u>	<u>(Filing Date)/Reg. Date</u>	<u>Record Owner (State of Organization)</u>	<u>Status</u>
ALLIED 	Registration No. 4,119,941	04/03/12	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED INTERIOR PRODUCTS	Registration No. 4,060,412	11/22/11	Beacon Sales Acquisition, Inc. (Delaware)	Registered
CUTTING EDGE	Registration No. 3,307,379	10/09/07	Beacon Sales Acquisition, Inc. (Delaware)	Registered
WEATHER OR NOT	Registration No. 3,155,191	10/10/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
T TRI-BUILT 	Registration No. 3,245,764	05/29/07	Beacon Sales Acquisition, Inc. (Delaware)	Registered
MATERIAL REWARDS	Registration No. 3,149,158	09/26/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 2,912,272	12/21/04	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT 	Registration No. 5,807,855	7/16/19	Beacon Sales Acquisition, Inc. (Delaware)	Registered

Schedule B  
to  
Trademark Security Agreement

None.

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