

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foundation Building Materials, LLC		01/29/2021	Limited Liability Company: CALIFORNIA
FBM Logistics, LLC		01/29/2021	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as administrative agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5772553	PROWALL
Registration Number:	5420976	FOUNDATION BUILDING MATERIALS
Registration Number:	5141074	FBM
Registration Number:	5141075	FBM
Registration Number:	2677093	GYPSUM SUPPLY CO.
Registration Number:	2677094	GSC GYPSUM SUPPLY CO.
Registration Number:	2343950	PROSHAPE
Registration Number:	2181417	FOAMPREP
Registration Number:	2080126	PROWALL
Serial Number:	90351650	STOCKBOX
Serial Number:	90352099	STOCKBOX
Serial Number:	90040291	FBM SUPPLY

CORRESPONDENCE DATA

Fax Number: 2138924738

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: 424-386-4328

TRADEMARK

Email: dcip@milbank.com, marnold@milbank.com
Correspondent Name: Monica Arnold, Esq.
Address Line 1: 2029 Century Park East, 33rd Floor
Address Line 2: Milbank, LLP
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 28302.00114

NAME OF SUBMITTER: Monica Arnold

SIGNATURE: /s/ Monica Arnold /s/

DATE SIGNED: 01/29/2021

Total Attachments: 8

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FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 29, 2021 (this “Agreement”), by Foundation Building Materials, LLC, a California limited liability company and FBM Logistics, LLC, an Indiana limited liability company (each a “Grantor” and collectively, the “Grantors”) in favor of Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Term Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Term Loan Agreement”), by and among ASP Flag Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), ASP Flag Merger Sub, Inc., a Delaware corporation (“Merger Sub”), and following the consummation of the Merger (as defined in the First Lien Term Loan Agreement), Foundation Building Materials, Inc., a Delaware corporation (“Foundation” and, as successor by merger to Merger Sub, the “First Lien Borrower”), the subsidiaries of the First Lien Borrower from time to time party thereto, as Subsidiary Guarantors (as defined therein), the lenders from time to time party thereto (the “First Lien Lenders”), and Credit Suisse, as administrative agent and collateral agent for the First Lien Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Term Loan Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto and, for the avoidance of doubt, all goodwill associated with any and all the foregoing;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items do not constitute Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** 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. Any signature to this Agreement may be delivered by facsimile, email (including “.pdf” or “.tiff”) or any electronic signature complying with the US federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Requirements of Law.

[Signature Pages Follow]

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

FOUNDATION BUILDING MATERIALS, LLC
FBM LOGISTICS, LLC

By: 

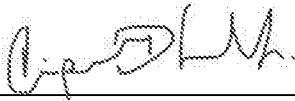
Name: John Geny


Title: Chief Financial Officer

[Signature Page to First Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 007173 FRAME: 0634



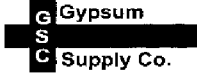
CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: 
Name: Vipul Dhadha
Title: Authorized Signatory

By: 
Name: Brady Bingham
Title: Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	Country	REGISTRATION NO.	TRADEMARK
Foundation Building Materials, LLC	U.S.	5772553	
Foundation Building Materials, LLC	U.S.	5420976	FOUNDATION BUILDING MATERIALS
Foundation Building Materials, LLC	U.S.	5141074	FBM
Foundation Building Materials, LLC	U.S.	5141075	
Foundation Building Materials, LLC	U.S.	2677093	GYPSUM SUPPLY CO.
Foundation Building Materials, LLC	U.S.	2677094	
Foundation Building Materials, LLC	U.S.	2343950	PROSHAPE
Foundation Building Materials, LLC	U.S.	2181417	FOAMPREP
Foundation Building Materials, LLC	U.S.	2080126	PROWALL

U.S. STATE TRADEMARK REGISTRATIONS

Registered Owner	State	Registration No.	Trademark
Foundation Building Materials, LLC	Louisiana	714217	FBM
Foundation Building Materials, LLC	Louisiana	714218	FOUNDATION BUILDING MATERIALS
Foundation Building Materials, LLC	Wyoming	2019-000875054	FOUNDATION BUILDING MATERIALS
Foundation Building Materials, LLC	Wyoming	2019-000875053	FBM
Foundation Building Materials, LLC	Wisconsin	WI 20180002925	FOUNDATION BUILDING MATERIALS
Foundation Building Materials, LLC	North Dakota	45213700	FBM
Foundation Building Materials, LLC	North Dakota	45213600	FOUNDATION BUILDING MATERIALS

Registered Owner	State	Registration No.	Trademark
Foundation Building Materials, LLC	Nebraska	10262043	FBM
Foundation Building Materials, LLC	Louisiana	626944	SPI
Foundation Building Materials, LLC	Wisconsin	WI 20161441804	FOUNDATION BUILDING MATERIALS

TRADEMARK APPLICATIONS

APPLICANT	Country	APPLICATION NO.	TRADEMARK
Foundation Building Materials, LLC	U.S.	90351650	STOCKBOX
Foundation Building Materials, LLC	U.S.	90352099	STOCKBOX
Foundation Building Materials, LLC	U.S.	90040291	FBM SUPPLY

SCHEDULE II

PATENTS

REGISTERED OWNER	COUNTRY	PATENT NO.	DESCRIPTION
Foundation Building Materials, LLC	U.S.	7543789	DRYWALL RETAINING DEVICE

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

COPYRIGHT APPLICATIONS

None.