

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648441

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEACON SALES ACQUISITION, INC.		05/19/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	150 E. 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3069768	
Registration Number:	2473312	MCCLURE JOHNSTON
Registration Number:	2499866	MCCLURE JOHNSTON COMPANY MJ QUALITY SERV
Registration Number:	4741716	PEAK BUILDING PRODUCTS
Registration Number:	2369287	STAGERIGHT
Registration Number:	3056622	AIRFLO
Registration Number:	2701606	ALLIED
Registration Number:	4119941	ALLIED
Registration Number:	4119942	ALLIED BUILDING PRODUCTS CORP.
Registration Number:	4023161	ALLIED BUILDING PRODUCTS CORP.
Registration Number:	2912272	ALLIED BUILDING PRODUCTS CORP.
Registration Number:	3307379	CUTTING EDGE
Registration Number:	3329479	CUTTINGEDGE
Registration Number:	2918668	CUTTINGEDGE
Registration Number:	3149158	MATERIAL REWARDS
Registration Number:	3245764	T TRI-BUILT
Registration Number:	3990794	TRI-BUILT
Registration Number:	3149271	TRI-BUILT

CH \$590.00 3069768

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2929455	TRI-BUILT
Registration Number:	4806569	TRI-BUILT
Registration Number:	5807855	TRI-BUILT
Registration Number:	4016421	TRI-BUILT MATERIALS GROUP
Registration Number:	3155191	WEATHER OR NOT

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

ATTORNEY DOCKET NUMBER: 38766-30100

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 05/20/2021

Total Attachments: 7

source=Second AR Trademark Security Agreement for BSA (Beacon 2021)#page1.tif

source=Second AR Trademark Security Agreement for BSA (Beacon 2021)#page2.tif

source=Second AR Trademark Security Agreement for BSA (Beacon 2021)#page3.tif

source=Second AR Trademark Security Agreement for BSA (Beacon 2021)#page4.tif

source=Second AR Trademark Security Agreement for BSA (Beacon 2021)#page5.tif

source=Second AR Trademark Security Agreement for BSA (Beacon 2021)#page6.tif

source=Second AR Trademark Security Agreement for BSA (Beacon 2021)#page7.tif

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 19, 2021 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 WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 150 E. 42nd Street, New York, New York 10017, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Beacon Roofing Supply, Inc., a Delaware corporation ("Holdings"), Beacon Sales Acquisition, Inc., a Delaware corporation, certain Subsidiaries of Holdings, Beacon Roofing Supply Canada Company, an unlimited liability company organized under the laws of Nova Scotia, the Lenders and the Administrative Agent.

Grantor has previously granted a security interest in, and lien on, certain of its assets as set forth in the Amended and Restated Trademark Security Agreement, dated January 2, 2018, between Grantor and Administrative Agent (the "Existing Trademark Agreement") in connection with the Amended and Restated US Collateral Agreement, dated January 2, 2018, between Grantor, certain of its affiliates and Agent (the "Existing US Collateral Agreement");

Grantor and the other parties to the Existing US Collateral Agreement have requested that Administrative Agent and Lenders amend and restate the Existing US Collateral Agreement and in connection therewith amend and restate the Existing Trademark Agreement pursuant to and in accordance with the terms and conditions set forth herein;

Administrative Agent and Lenders are willing to amend and restate the Existing US Collateral Agreement and the Existing Trademark Agreement on the terms and conditions set forth herein; and

The Lenders are willing to continue 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 continue to extend such credit;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor and Administrative Agent hereby agree that the Existing Trademark Agreement shall be (and hereby is) amended and restated as follows:

The Grantor hereby grants to the Administrative Agent, a continuing security interest in, and a lien on, and hereby confirms, reaffirms and restates the prior grant to Administrative Agent pursuant to the Existing Trademark Agreement of a 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.

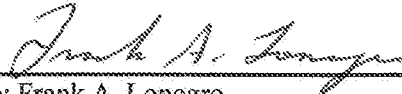
This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

The terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement; except, that, nothing herein or in the other Loan Documents shall impair or adversely affect the continuation of the liability of the Grantor for the Secured Obligations and the continuation of Administrative Agent's Liens on the Collateral heretofore granted, pledged and /or assigned pursuant to the Existing Trademark Agreement and the other Existing Loan Documents. The Grantor does hereby acknowledge, confirm and agree that Administrative Agent, for the benefit of the Secured Parties, has and shall continue to have a Lien upon the Collateral heretofore granted to Administrative Agent pursuant to the Existing Trademark Agreement, as well as any Collateral granted, confirmed, reaffirmed and restated under this Agreement. Administrative Agent's Liens in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such Liens, whether under the Existing Trademark Agreement or any other Existing Loan Documents, subject in each case to the Intercreditor Agreement. The amendment and restatement contained herein shall not, in and of itself, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of the Grantor evidenced by or arising under the Existing Trademark Agreement or the other Existing Loan Documents (except to the extent any such indebtedness, obligations or liabilities is actually paid on the date hereof).

[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: Frank A. Longro

Title: Executive Vice President and Chief Financial
Officer

[SIGNATURE PAGE CONTINUES]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Marc J. Breier



Title: Authorized Signatory

[Signature Page to Second Amended and Restated Trademark Security Agreement (BSA)]

TRADEMARK
REEL: 007300 FRAME: 0862

Schedule A
To
Trademark Security Agreement

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Reg. Date</u>	<u>Record Owner (State of Organization)</u>	<u>Status/Lien/Ownership Other Issues</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
STAGERIGHT	Registration No. 2,369,287	07/18/00	Beacon Sales Acquisition, Inc. (Delaware)	Registered
AIRFLO	Registration No. 3,056,622	01/31/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED 	Registration No. 2,701,606	04/01/03	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED 	Registration No. 4,119,941	04/03/12	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 4,119,942	04/03/12	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 4,023,161	09/06/11	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 2,912,272	12/21/04	Beacon Sales Acquisition, Inc. (Delaware)	Registered

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Reg. Date</u>	<u>Record Owner (State of Organization)</u>	<u>Status/Lien/Ownership Other Issues</u>
CUTTING EDGE	Registration No. 3,307,379	10/09/07	Beacon Sales Acquisition, Inc. (Delaware)	Registered
CUTTINGEDGE	Registration No. 3,329,479	11/06/07	Beacon Sales Acquisition, Inc. (Delaware)	Registered
CUTTINGEDGE	Registration No. 2,918,668	01/18/05	Beacon Sales Acquisition, Inc. (Delaware)	Registered
MATERIAL REWARDS	Registration No. 3,149,158	09/26/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
T TRI-BUILT 	Registration No. 3,245,764	05/29/07	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 3,990,794	07/05/11	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 3,149,271	09/26/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 2,929,455	03/01/05	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 4,806,569	09/08/15	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT 	Registration No. 5,807,855	7/16/19	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT MATERIALS GROUP	Registration No. 4,016,421	08/23/11	Beacon Sales Acquisition, Inc. (Delaware)	Registered
WEATHER OR NOT	Registration No. 3,155,191	10/10/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered

Canadian Trademarks

<u>Registered Owner</u>	<u>Trade Mark</u>	<u>(Application No.)/Registration No.</u>	<u>Expiration Date (if applicable)</u>
Beacon Sales Acquisition, Inc.	TRI-BUILT	Registration No. TMA1091114	January 7, 2031

Schedule B
To
Trademark Security Agreement

None

B-1