

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED & 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:	CITIBANK, N.A., as Administrative Agent		
Street Address:	One Penn's Way, OPS II		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
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	
Registration Number:	2929455	TRI-BUILT	
TRADEMARK			

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Property Type	Number	Word Mark
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: 8

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AMENDED & RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED & 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 CITIBANK, N.A., as administrative agent (the "Administrative Agent"), with offices at One Penn's Way, OPS II, New Castle, DE 19720, Attention: Agency Operations.

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, amended and restated, 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 Amended and Restated Credit Agreement, dated as of May 19, 2021, 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, amended and restated, 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 Lenders to extend such credit.

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.

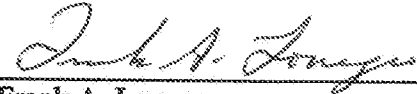
This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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:



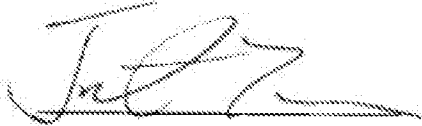
Name: Frank A. Lonergo

Title: Executive Vice President and Chief
Financial Officer

Agreed and Accepted as of the
date first written above.

CITIBANK, N.A.,
as Administrative Agent

By:

A handwritten signature in black ink, appearing to read 'JT', written over a horizontal line.

Name: Justin Tichauer

Title: Managing Director and Vice President





[Signature Page to Amended & Restated Trademark Security Agreement]



TRADEMARK
REEL: 007300 FRAME: 0970

Schedule A

to

Trademark Security Agreement

	OWNER	MARK	Identification No.	Status Date	Status
1.	Beacon Sales Acquisition, Inc. (Delaware)	Design Only 	Registration No. 3,069,768	3/21/06	Registered
2.	Beacon Sales Acquisition, Inc. (Delaware)	MCCLURE JOHNSTON	Registration No. 2,473,312	7/31/01	Registered
3.	Beacon Sales Acquisition, Inc. (Delaware)	MCCLURE JOHNSTON COMPANY MJ QUALITY SERVICE SINCE 1914 	Registration No. 2,499,866	10/23/01	Registered
4.	Beacon Sales Acquisition, Inc. (Delaware)	PEAK BUILDING PRODUCTS	Registration No. 4,741,716	5/26/15	Registered
5.	Beacon Sales Acquisition, Inc. (Delaware)	STAGERIGHT	Registration No. 2,369,287	07/18/00	Registered
6.	Beacon Sales Acquisition, Inc. (Delaware)	AIRFLO	Registration No. 3,056,622	01/31/06	Registered
7.	Beacon Sales Acquisition, Inc. (Delaware)	ALLIED 	Registration No. 2,701,606	04/01/03	Registered
8.	Beacon Sales Acquisition, Inc. (Delaware)	ALLIED 	Registration No. 4,119,941	04/03/12	Registered
9.	Beacon Sales Acquisition, Inc. (Delaware)	ALLIED BUILDING PRODUCTS CORP.	Registration No. 4,119,942	04/03/12	Registered

10.	Beacon Sales Acquisition, Inc. (Delaware)	ALLIED BUILDING PRODUCTS CORP.	Registration No. 4,023,161	09/06/11	Registered
11.	Beacon Sales Acquisition, Inc. (Delaware)	ALLIED BUILDING PRODUCTS CORP.	Registration No. 2,912,272	12/21/04	Registered
12.	Beacon Sales Acquisition, Inc. (Delaware)	CUTTING EDGE	Registration No. 3,307,379	10/09/07	Registered
13.	Beacon Sales Acquisition, Inc. (Delaware)	CUTTINGEDGE	Registration No. 3,329,479	11/06/07	Registered
14.	Beacon Sales Acquisition, Inc. (Delaware)	CUTTINGEDGE	Registration No. 2,918,668	01/18/05	Registered
15.	Beacon Sales Acquisition, Inc. (Delaware)	MATERIAL REWARDS	Registration No. 3,149,158	09/26/06	Registered
16.	Beacon Sales Acquisition, Inc. (Delaware)	T TRI-BUILT 	Registration No. 3,245,764	05/29/07	Registered
17.	Beacon Sales Acquisition, Inc. (Delaware)	TRI-BUILT	Registration No. 3,990,794	07/05/11	Registered
18.	Beacon Sales Acquisition, Inc. (Delaware)	TRI-BUILT	Registration No. 3,149,271	09/26/06	Registered
19.	Beacon Sales Acquisition, Inc. (Delaware)	TRI-BUILT	Registration No. 2,929,455	03/01/05	Registered
20.	Beacon Sales Acquisition, Inc. (Delaware)	TRI-BUILT	Registration No. 4,806,569	09/08/15	Registered
21.	Beacon Sales Acquisition, Inc. (Delaware)	TRI-BUILT 	Registration No. 5,807,855	7/16/19	Registered
22.	Beacon Sales Acquisition, Inc. (Delaware)	TRI-BUILT MATERIALS GROUP	Registration No. 4,016,421	08/23/11	Registered
23.	Beacon Sales Acquisition, Inc. (Delaware)	WEATHER OR NOT	Registration No. 3,155,191	10/10/06	Registered

CANADIAN TRADEMARKS				
	OWNER	MARK	Identification No.	<u>Expiration Date (if applicable)</u>
1.	Beacon Sales Acquisition, Inc.	TRI-BUILT	Registration No. 1091114	January 7, 2031

Schedule B
to
Trademark Security Agreement

None.