

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651690

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900603337		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Sales Acquisition, Inc.		02/10/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Project Sailor LLC		
Street Address:	251 LITTLE FALLS DRIVE		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5413021	ROOFING & INSULATION SUPPLY	
Registration Number:	5413020	RIS INSULATION SUPPLY	
Registration Number:	5413019	RIS INSULATION SUPPLY	
Registration Number:	5413018	RIS ROOFING SUPPLY	
Registration Number:	5413017	RIS ROOFING SUPPLY	
Registration Number:	4060412	ALLIED INTERIOR PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	8183324205		
<i>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.</i>			
Phone:	818-654-8841		
Email:	patents@avynolaw.com		
Correspondent Name:	Jennifer Hamilton		
Address Line 1:	6345 Balboa Blvd., Ste 208		
Address Line 4:	Encino, CALIFORNIA 91316		
ATTORNEY DOCKET NUMBER:	FBM20GEN000		
NAME OF SUBMITTER:	Jennifer Hamilton		
SIGNATURE:	/Jennifer Hamilton/		

DATE SIGNED:	06/03/2021
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Total Attachments: 6

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SCHEDULE B

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “**Agreement**”) is made as of February 10, 2021 by and between Beacon Sales Acquisition, Inc., a Delaware corporation (“**Assignor**”), and, Project Sailor LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not defined herein shall have the same meaning ascribed to such term in that certain Equity Purchase Agreement, dated as of December 20, 2020 (the “**Purchase Agreement**”), by and between ASP Sailor Acquisition Corp., a Delaware corporation (“**ASP**”), and Beacon Roofing Supply, Inc., a Delaware corporation (“**Seller**”), which was assigned by ASP to Foundation Building Materials Holding Company LLC, a Delaware limited liability company (“**Buyer**”), pursuant to that certain Assignment and Assumption Agreement, dated as of January 29, 2021, by and between ASP and Buyer.

WHEREAS, Assignor and ASP entered into the Purchase Agreement;

WHEREAS, prior to the execution of this Agreement, Seller and Assignor entered into that certain IP Internal Assignment Agreement, dated as of February 10, 2021;

WHEREAS, pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor has, among other things, agreed to transfer all of the Transferred Owned Intellectual Property owned by Assignor to Assignee and Assignee has agreed to acquire and accept such Transferred Owned Intellectual Property from Assignor; and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee, and Assignee does hereby accept, all of Assignor’s worldwide right, title and interest in, to, and under (a) all Transferred Owned Intellectual Property, including the intellectual property and intellectual property rights, whether registered or not, listed on Schedule A (collectively, the “**Assigned Intellectual Property**”), (b) all rights of any kind whatsoever accruing under any of the foregoing provided by the law of any jurisdiction (including common law rights), by international treaties and conventions, and otherwise throughout the world, (c) any and all royalties, fees, income or payments, and other proceeds now or hereafter due or payable with respect to any of the foregoing, (d) any and all goodwill associated with the foregoing, and (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation or violation with the right to sue and to collect, or otherwise recover, any such damages for the same. For clarity, the foregoing assignments are to the maximum extent permitted by law and are in perpetuity on a worldwide basis.

2. Assignor hereby authorizes the applicable officials of the United States Patent and Trademark Office, the United States Copyright Office, and any and all officials of corresponding entities, agencies or other relevant governmental intellectual property offices or domain name or other registrars to record and register this Agreement upon the request of Assignee, or otherwise as Assignee may direct and to issue, as applicable all patents, patent applications, trademark registrations, trademark applications, copyrights, domain names and other registered intellectual property and intellectual property rights included among the Assigned Intellectual Property in the name of Assignee or its designee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the

execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, any separate country-specific short-form assignment documents, any powers of attorney or other documents for purposes of effecting, evidencing, recording or perfecting the assignment of the Assigned Intellectual Property to Assignee, or any assignee or successor thereto.

3. With respect to any and all domain names included among the Assigned Intellectual Property, the parties hereto agree that Assignor will perform all affirmative acts which may be reasonably necessary or desirable to implement and perfect the above-described transfer of rights and to secure transfer of the registrations of the domain names included in the Assigned Intellectual Property before the registrars of same as well as to cooperate with Assignee in obtaining or providing information required in any proceedings relating to such domain names, and Assignor hereby agrees to follow Assignee's reasonable instructions in order to effectuate the transfer of the domain name registrations in a timely manner. Each of the parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as such other as may be required give effect to the transactions contemplated by this Agreement in accordance with the terms of the Purchase Agreement.

4. This Agreement shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and permitted assigns.

5. None of the parties hereto (a) makes any representation or warranty in this Agreement, express or implied, at law or in equity, in respect of the transactions contemplated hereby or (b) will have, or be subject to, any liability or indemnification obligation to any other party hereto or any other person under this Agreement.

6. This Agreement and all exhibits and attachments, together with such amendments to this Agreement as may from time to time be executed by the parties, is subject in all respects to the terms and conditions of the Purchase Agreement, and nothing in this Agreement, express or implied, shall, is intended to, or shall be construed to, (a) create any additional obligations, covenants, agreements, representations or warranties of a party hereto, or alter, amend, modify, expand, rescind, waive, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties under the Purchase Agreement; or (b) expand upon or limit the respective rights, benefits, responsibilities and obligations provided in or under the Purchase Agreement. To the extent the terms and provisions of this Agreement conflict with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

7. The parties hereto expressly agree that any and all disputes arising out of, or in connection with, this Agreement will be resolved only in accordance with the dispute resolution provisions of the Purchase Agreement, which are incorporated herein by reference and shall apply to the terms of this Agreement and the parties hereto mutatis mutandis. The parties hereto further agree that (a) a claim will not be valid and cannot be brought with respect to this Agreement unless such claim is permitted under the Purchase Agreement, and (b) none of the parties hereto or any other person may bring a claim under this Agreement and any and all claims arising out of, or in connection with, the transactions contemplated in this Agreement must be brought under, and in accordance with, the terms of the Purchase Agreement. Each party hereto shall cause its respective affiliates and representatives to comply with this Section 7.

8. This Agreement, and the formation, termination or validity of any part of this Agreement, shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would result in the application of the Laws of any jurisdiction other than the State of Delaware.

9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party hereto may send a copy of its original signature on the execution page hereof to the other party hereto by facsimile, e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party hereto.


10. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. The words “include”, “including” and variations thereof will be deemed to be followed by the words “without limitation”. The use of “or” will not be deemed to be exclusive.

11. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Beacon Sales Acquisition, Inc.

By:  _____

Name: Ross D. Cooper

Title: Executive Vice President, General Counsel
and Secretary




By: Frank A. Longro

Name: Frank A. Longro

Title: Executive Vice President and Chief

Financial Officer

SCHEDULE A

Country	Owner	Class(es)	Mark	App. No.	App. Date	Reg. No.	Reg. Date
United States	Beacon Sales Acquisition, Inc.	35	(ROOFING & INSULATION SUPPLY & Square Des.) 	87/617,811	9/21/2017	5,413,021	2/27/2018
United States	Beacon Sales Acquisition, Inc.	35	RIS INSULATION SUPPLY	87/617,664	9/21/2017	5,413,020	2/27/2018
United States	Beacon Sales Acquisition, Inc.	35	(RIS INSULATION SUPPLY & Square Design) 	87/617,186	9/21/2017	5,413,019	2/27/2018
United States	Beacon Sales Acquisition, Inc.	35	RIS ROOFING SUPPLY	87/617,157	9/21/2017	5,413,018	2/27/2018
United States	Beacon Sales Acquisition, Inc.	35	(RIS ROOFING SUPPLY & Square Design) 	87/617,129	9/21/2017	5,413,017	2/27/2018
United States	Beacon Sales Acquisition, Inc.	19	ALLIED INTERIOR PRODUCTS	77/692,000	03/16/2009	4,060,412	11/22/2011

Schedule A to IP Assignment Agreement