

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM681440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reeb Millwork II, LLC		10/15/2021	Limited Liability Company:
Reeb Millwork of Maryland, LLC		10/15/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANKURA TRUST COMPANY, LLC		
<b>Street Address:</b>	140 Sherman Street		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77475755	2G	
<b>Serial Number:</b>	90538511	CAMBRIAN	
<b>Serial Number:</b>	90538531	CONMIVO	
<b>Serial Number:</b>	90554819	CRAYBURN	
<b>Serial Number:</b>	90554846	MADDOX	
<b>Serial Number:</b>	77530491	ON-GUARD	
<b>Serial Number:</b>	85511034	R E E B	
<b>Serial Number:</b>	85511023	REEB	
<b>Serial Number:</b>	88429643	REEB	
<b>Serial Number:</b>	87386347	RF REEB FINISH	
<b>Serial Number:</b>	90554834	ROCHELE	
<b>Serial Number:</b>	90538522	SANDHURST	
<b>Serial Number:</b>	90382469	WHITE SHIELD	
<b>Serial Number:</b>	73212935	DSD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

CH \$365.00 77475755

**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:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Laura M. Franco  
**Address Line 1:** 101 California Street  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** San Francisco, CALIFORNIA 94111

**ATTORNEY DOCKET NUMBER:** 018302.00004

**NAME OF SUBMITTER:** Laura M. Franco

**SIGNATURE:** /Laura M. Franco by trademarkny/

**DATE SIGNED:** 10/15/2021

**Total Attachments: 9**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of ANKURA TRUST COMPANY, LLC, as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties.

WHEREAS, Specialty Building Products Intermediate II, LLC, a Delaware limited liability company (“Holdings”), SBP Finance Corp., a Delaware corporation (“Finco”), Specialty Building Products Holdings, LLC, a Delaware limited liability company (“Parent Issuer” and together with Finco, the “Co-Issuers” and each a “Co-Issuer”) and the other Persons from time to time parties thereto as Guarantors have entered into that certain Indenture, dated as of September 30, 2020 (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified or replaced from time to time, the “Indenture”), with Ankura Trust Company, LLC as Trustee and the Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement.

WHEREAS, pursuant to the Indenture, the Grantors have executed and delivered that certain First Lien Notes Collateral Agreement, dated as of September 30, 2020, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Collateral Agreement”).

WHEREAS, under the terms of the Collateral Agreement and subject to the limitations contained therein, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

**SECTION 1 Grant of Security**. Each Grantor hereby grants to the Collateral Agent, to the extent provided in Section 3.1 of the Collateral Agreement, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) (i) all United States copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright

registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses, to the extent such Grantor is not the granting party;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses, to the extent such Grantor is not the granting party;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses, to the extent such Grantor is not the granting party; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

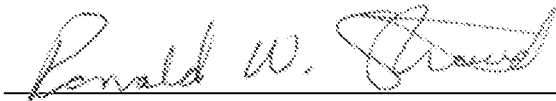
SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Indenture. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement and the Indenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Collateral Agreement or the Indenture, the provisions of the Collateral Agreement or the Indenture, as applicable, shall govern.

SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.3 of the Collateral Agreement. Nothing in this IP Security Agreement or any other Note Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.


REEB MILLWORK II, LLC  
REEB MILLWORK OF MARYLAND, LLC

By:   
Name: Ronald Stroud  
Title: Chief Financial Officer

*Signature Page to  
IP Security Agreement*

**TRADEMARK  
REEL: 007454 FRAME: 0043**

ANKURA TRUST COMPANY, LLC, as Collateral Agent

By:   
Name: Lisa J Price  
Title: Managing Director

*Signature Page to  
IP Security Agreement*

**TRADEMARK  
REEL: 007454 FRAME: 0044**

## COPYRIGHTS AND COPYRIGHT LICENSES


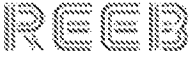
### UNITED STATES COPYRIGHTS


<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
Contractor survival program: plans & planning	TXu000934079	2000-12-01	Reeb Millwork II, LLC



**TRADEMARKS AND TRADEMARK LICENSES**

**UNITED STATES TRADEMARKS:**

<u>U.S. Trademark</u>	<u>Serial No./ Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
2G	77475755 May 15, 2008	3556793	Registered: 1/1/2009  Last Renewal: 1/6/2019	Reeb Millwork II, LLC
CAMBRIAN	90538511	N/A	Published For Opposition Filed: 2/22/2021	Reeb Millwork II, LLC
CONMIVO	90538531	N/A	Published For Opposition Filed: 2/22/2021	Reeb Millwork II, LLC
CRAYBURN	90554819	N/A	Published For Opposition Filed: 3/2/2021	Reeb Millwork II, LLC
MADDOX	90554846	N/A	Published For Opposition Filed: 3/2/2021	Reeb Millwork II, LLC
ON-GUARD	77530491	3880425	Registered: 11/23/2010  Last Renewal: 11/23/2020	Reeb Millwork II, LLC
R E B and Design 	85511034	4333600	5/14/2013	Reeb Millwork II, LLC
REEB	85511023	4315642	4/9/2013	Reeb Millwork II, LLC
REEB and Design 	88429643	5920069	11/26/ 2019	Reeb Millwork II, LLC
RF REEB FINISH and Design	87386347	5354024	12/12/2017	Reeb Millwork II, LLC

<u>U.S. Trademark</u>	<u>Serial No./ Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
 Disclaimer: "FINISH"				
ROCHELE	90554834	N/A	Published For Opposition Filed: 3/2/2021	Reeb Millwork II, LLC
SANDHURST	90538522	N/A	Published For Opposition Filed: 2/22/2021	Reeb Millwork II, LLC
WHITE SHIELD	90382469	N/A	Non-Final Action – Mailed 6/10/2021  Register Type: Principal Register	Reeb Millwork II, LLC
DSD	73212935	1160952	Registered: 7/14/1981  Last Renewal: 7/14/2011	Reeb Millwork of Maryland, LLC

**PATENTS AND PATENT LICENSES**

**UNITED STATES PATENTS**

None.