

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reeb Millwork II, LLC		10/15/2021	Limited Liability Company: NEW JERSEY
Reeb Millwork of Maryland, LLC		10/15/2021	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	3455 Peachtree Road NE, Mailcode GA7-024-12-05, Floor 12
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3556793	2G
Registration Number:	3880425	ON-GUARD
Registration Number:	4333600	R E E B
Registration Number:	4315642	REEB
Registration Number:	5920069	REEB
Registration Number:	5354024	RF REEB FINISH
Registration Number:	1160952	DSD
Serial Number:	90538511	CAMBRIAN
Serial Number:	90538531	CONMIVO
Serial Number:	90554819	CRAYBURN
Serial Number:	90554846	MADDOX
Serial Number:	90554834	ROCHELE
Serial Number:	90538522	SANDHURST
Serial Number:	90382469	WHITE SHIELD

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

900650376

REEL: 007457 FRAME: 0240

OP \$365.00 3556793

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1500357 ABL
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	10/18/2021

Total Attachments: 8

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ABL 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 BANK OF AMERICA, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “Agent”) for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SPECIALTY BUILDING PRODUCTS INTERMEDIATE II, LLC, a Delaware limited liability company (“Holdings”), Specialty Building Products Holdings, LLC, a Delaware limited liability company (“Parent Borrower”), U.S. Lumber Group, LLC and the other Persons from time to time parties thereto as Borrowers (together with Parent Borrower, the “Borrowers”) have entered into that certain ABL Credit Agreement, dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions from time to time party thereto as Lenders and as Issuing Banks and the Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers and the Issuing Banks to issue Letters of Credit on behalf of the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain ABL US Guarantee and Collateral Agreement, dated as of October 1, 2018, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement and subject to the limitations contained therein, the Grantors have granted to the 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 Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Agent, to the extent provided in Section 2.1 of the Guarantee and 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 such Grantor’s Guarantor Obligations (as defined in the Guarantee and Collateral Agreement):

(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 (as defined in the Guarantee and Collateral Agreement), 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 (as defined in the Guarantee and Collateral Agreement) 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, state 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 (as defined in the Guarantee and Collateral Agreement), 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 (as defined in the Guarantee and Collateral Agreement) 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”).

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 Guarantee and Collateral Agreement and the Credit Agreement. 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 Guarantee and Collateral Agreement and the Credit Agreement, 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 Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

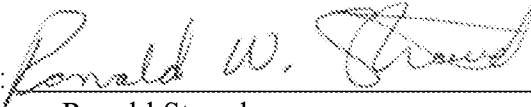
SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature page follows]

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.

GRANTORS

REEB MILLWORK II, LLC
REEB MILLWORK OF MARYLAND, LLC

By: 

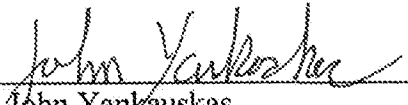
Name: Ronald Stroud

Title: Chief Financial Officer

*Signature Page to
IP Security Agreement*

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BANK OF AMERICA, N.A., as Collateral
Agent

By: 
Name: John Yankauskas
Title: Sr. Vice President

*Signature Page to
IP Security Agreement*

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SCHEDULE 1

Copyrights

Registrations:

<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

Applications:

None.


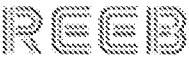

Licenses:

None.

SCHEDULE 2

Trademarks

Registrations:

<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
Disclaimer: "FINISH"				

Schedule 2

<u>U.S. Trademark</u>	<u>Serial No. / Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
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

Schedule 2

AmericasActive:16083269.4

RECORDED: 10/18/2021

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