

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695084

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM LOAN SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Expert Insulation of Minnesota, LLC		12/14/2021	Limited Liability Company: DELAWARE
IBP TEXAS ASSETS I, LLC		12/14/2021	Limited Liability Company: DELAWARE
INSTALLED BUILDING PRODUCTS, LLC		12/14/2021	Limited Liability Company: DELAWARE
TCI CONTRACTING, LLC		12/14/2021	Limited Liability Company: GEORGIA
ADVANCED FIBER, LLC		12/14/2021	Limited Liability Company: DELAWARE
AMD DISTRIBUTION SERVICES, INC.		12/14/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	20 King Street West
Internal Address:	4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2662937	EXPERT INSULATION
Registration Number:	4289046	KEY INSULATION
Registration Number:	4295442	KEY INSULATION
Registration Number:	4879263	STORM MASTER
Registration Number:	3602240	TCI
Registration Number:	3602243	TCI TOTAL COMFORT INSTALLATIONS
Registration Number:	3602245	TOTAL COMFORT INSTALLATIONS
Registration Number:	4808295	WHAT'S IN YOUR WALLS?
Registration Number:	3656703	AFT

OP \$315.00 2662937

Property Type	Number	Word Mark
Registration Number:	3590305	AFT FIRE SHIELD
Registration Number:	3151219	AFT
Registration Number:	4274819	AMD DISTRIBUTION

CORRESPONDENCE DATA

Fax Number:

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: 2126834120
Email: luis.rodriquez@unitedcorporate.com
Correspondent Name: Elaine Carrera, Senior Paralegal
Address Line 1: 32 Old Slip
Address Line 2: c/o Cahill Gordon & Reindel llp
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/15/2021

Total Attachments: 7

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TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2021 (this “Agreement”), among EXPERT INSULATION OF MINNESOTA, LLC, IBP TEXAS ASSETS I, LLC, INSTALLED BUILDING PRODUCTS, LLC, TCI CONTRACTING, LLC, ADVANCED FIBER, LLC and AMD DISTRIBUTION SERVICES, LLC (f/k/a AMD Distribution Services, Inc.) (the “Grantors”) and ROYAL BANK OF CANADA, as Term Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the “Term Collateral Agent”).

Reference is made to (a) the Term Loan Credit Agreement dated as of December 14, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among INSTALLED BUILDING PRODUCTS, INC., as Borrower, the other parties from time to time party thereto and ROYAL BANK OF CANADA, as Term Administrative Agent and Term Collateral Agent and (b) the Term Collateral Agreement dated of December 14, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto, and the Term Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Term Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Term Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Term Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement and ABL/Term Loan Intercreditor Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Term Collateral Agent with respect to the Copyright Collateral are more fully set forth in the Term Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Term Collateral Agreement, the terms of the Term Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Term Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and (ii) the exercise of any right or remedy by the Term Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL/Term Loan Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Term Loan Intercreditor Agreement and the terms of this Agreement, the terms of the ABL/Term Loan Intercreditor Agreement shall govern.

SECTION 4. Counterparts. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

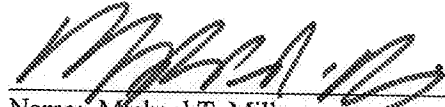
SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Expert Insulation of Minnesota, LLC
IBP Texas Assets I, LLC
Installed Building Products, LLC
TCI Contracting, LLC
Advanced Fiber, LLC
AMD Distribution Services, LLC,
as Grantors

By:



Name: Michael T. Miller
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007518 FRAME: 0651

Royal Bank of Canada, as Term Collateral Agent

By: 
Name: Susan Khokher
Title: Manager, Agency

Schedule I

Serial Number	Country of Origin	Mark	Status	First Use	Appl. No.	Pub. Date	Fee	Owner
2845004387	United States	EXPERT INSULATION & DESIGN	Registered	2/13/2002	76/370,745	12/17/2002	2,662,937	Expert Insulation of Minnesota, LLC
2845004299	United States	KEY INSULATION	Registered	7/1/2012	85/666,352	2/12/2013	4,289,046	IBP TEXAS ASSETS I, LLC
2845004298	United States	KEY INSULATION & DESIGN	Registered	7/1/2012	85/666,354	2/26/2013	4,295,442	IBP TEXAS ASSETS I, LLC
2845004417	United States	STORM MASTER	Registered	8/22/2013	86/045,470	1/5/2016	4,879,263	Installed Building Products, LLC
2845004231	United States	TCI	Renewed	9/2/2008	77/560,525	4/7/2009	3,602,240	TCI Contracting, LLC
2845004233	United States	TCI TOTAL COMFORT INSTALLATIONS & DESIGN	Renewed	9/2/2008	77/560,550	4/7/2009	3,602,243	TCI Contracting, LLC
2845004232	United States	TOTAL COMFORT INSTALLATIONS	Renewed	9/2/2008	77/560,570	4/7/2009	3,602,245	TCI Contracting, LLC
2845004297	United States	WHAT'S IN YOUR WALLS?	Registered	2/5/2015	86/525,472	9/8/2015	4,808,295	IBP TEXAS ASSETS I, LLC
	United States	AFT & Design	Renewed	06/11/2008	77/496,417	07/21/2009	3,656,703	Advanced Fiber, LLC
	United States	AFT FIRE SHIELD & Design	Renewed	04/30/2008	77/461,848	03/17/2009	3,590,305	Advanced Fiber, LLC
	United States	AFT	Renewed	08/19/2002	76/442,339	10/03/2006	3,151,219	Advanced Fiber, LLC
	United States	AMD Distribution	Registered	05/11/2012	85-622,650	1/15/2013	4,274,819	AMD Distribution Services, Inc.

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

IBP TEXAS ASSETS I, LLC

Limited Liability Company: Citizenship – USA – DE

INSTALLED BUILDING PRODUCTS, LLC

Limited Liability Company: Citizenship – USA – DE

TCI CONTRACTING, LLC

Limited Liability Company: Citizenship – USA – GA

ADVANCED FIBER, LLC

Limited Liability Company: Citizenship – USA – DE

AMD DISTRIBUTION SERVICES, INC.

Corporation: Citizenship – USA – DE