

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 5637/0462		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent		04/26/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BEACON ROOFING SUPPLY, INC.		
Street Address:	505 Huntmar Park Drive, Suite 300		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20170		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3296356	ROOF DEPOT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	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		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	04/28/2022		
Total Attachments: 4			
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PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This Partial Release of Trademark Security Agreement (this "Partial Release") is made as of April 26, 2022, by WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (the "Administrative Agent"), with offices at 150 E. 42nd Street, New York, New York 10017, for the benefit of BEACON ROOFING SUPPLY, INC., a Delaware corporation, having its chief executive office at 505 Huntmar Park Drive, Suite 300, Herndon, VA 20170 (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the TM Security Agreements (as defined below), as applicable.

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent are parties to (i) that certain Trademark Security Agreement, dated as of October 1, 2015 (the "2015 TM Security Agreement") and (ii) that certain Amended and Restated Trademark Security Agreement, dated as of January 2, 2018 (the "2018 TM Security Agreement", and together with the 2015 TM Security Agreement, the "TM Security Agreements"), which amended and restated the 2015 TM Security Agreement, pursuant to which the Grantor granted to the Administrative Agent for the benefit of the Secured Parties, among other collateral as set forth therein, a continuing security interest in all of the Grantor's right, title and interest, including goodwill in the Trademarks, in, to and under each Trademark, Trademark registration and Trademark application of the Grantor, including that certain Trademark set forth on Schedule I hereto (the Trademark so set forth, the "Released Trademark"), to secure payment, performance and observance of the obligations;

WHEREAS, (i) the 2015 TM Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5637 and Frame 0462 on October 5, 2015 and (ii) the 2018 TM Security Agreement was recorded in the United States Patent and Trademark Office at Reel 6241 and Frame 0671 on January 3, 2018 (collectively, the "Recordations");

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Second Amended and Restated Trademark Security Agreement, dated as of May 19, 2021 (the "2021 TM Security Agreement"), which amended and restated the 2018 TM Security Agreement and was recorded in the United States Patent and Trademark Office at Reel 7300 and Frame 0121 on May 20, 2021;

WHEREAS, the Grantor has requested that the Administrative Agent enter this Partial Release for filing at the United States Patent and Trademark Office to evidence the release and termination of the Administrative Agent's security interest in the Released Trademark granted to the Administrative Agent pursuant to the terms of the TM Security Agreements and reflected in the Recordations; and

WHEREAS, the Grantor has requested that the Administrative Agent release, and the Administrative Agent is willing to release the entirety of, subject to the terms hereof, its security interest solely with respect to the Released Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent does hereby terminate, release and discharge the entirety of any and all security interests granted under the TM Security Agreements that it may have in, to, and under the Released Trademark.

Any right, title or interest of the Administrative Agent in such Released Trademark shall hereby terminate, cease and become void. The Administrative Agent hereby assigns, transfers and conveys any and all right, title or interest of the Administrative Agent in such Released Trademark to the Grantor, without representation, warranty or recourse, express or implied, of any kind, nature or description.

2. This Partial Release is applicable only and solely with respect to the Released Trademark and to no other collateral arising under the TM Security Agreements and the 2021 TM Security Agreement (the "Retained Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the TM Security Agreements and the 2021 TM Security Agreement with respect to all such Retained Collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. The release of the Released Trademark should not be construed to evidence or reflect the payment or satisfaction of any of the indebtedness or other Obligations of Grantor or any of its affiliates to the Administrative Agent or any other Secured Party and is without prejudice to the rights of Administrative Agent or any such other Secured Party to collect any such indebtedness or other Obligations from Grantor or from any other persons obligated thereon or from any other collateral.

3. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Grantor's sole cost and expense, as may be reasonably necessary to effect the release of the Released Trademark contemplated hereby.

4. This Partial Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Partial Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has caused this Partial Release to be executed and delivered as of the date first written above.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

Digitally signed by
Carolyn Weinschenk
Date: 2022.04.25 15:45:14
-05'00'


By: _____
Name: Carolyn Weinschenk
Title: Vice President

Signature Page to Release of Trademark Security Agreement (Wells Fargo)

TRADEMARK
REEL: 007705 FRAME: 0122

SCHEDULE I – Released Trademark

U.S. Trademark Registrations and Applications

Country	Owner	Class(es)	Mark	App. No.	App. Date	Reg. No.	Reg. Date
United States	Beacon Roofing Supply, Inc.	35	(ROOF DEPOT & Design) 	77031456	10/27/2006	3296356	9/25/2007

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