

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gypsum Management and Supply, Inc.		12/22/2022	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A.		
<b>Street Address:</b>	1100 Abernathy Road		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6802237	GMS	
<b>Serial Number:</b>	97314744	KARPP	
<b>Serial Number:</b>	97298395	NORTH AMERICAN DOOR & HARDWARE	
<b>Serial Number:</b>	97063006	CHAPARRAL MATERIALS, INC.	
<b>Serial Number:</b>	97693471	NYC ACOUSTICAL SUPPLY	
<b>Serial Number:</b>	97693463	NYC ACOUSTICAL SUPPLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6785534768		
<b>Email:</b>	slickerb@gtlaw.com		
<b>Correspondent Name:</b>	Brittany Slicker		
<b>Address Line 1:</b>	3333 Piedmont Road NE		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>ATTORNEY DOCKET NUMBER:</b>	103274.038800		
<b>NAME OF SUBMITTER:</b>	Brittany Slicker		

CH \$165.00 6802237

<b>SIGNATURE:</b>	/Brittany Slicker/
<b>DATE SIGNED:</b>	12/22/2022
<b>Total Attachments: 9</b> source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.12.22)#page1.tif source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.12.22)#page2.tif source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.12.22)#page3.tif source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.12.22)#page4.tif source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.12.22)#page5.tif source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.12.22)#page6.tif source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.12.22)#page7.tif source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.12.22)#page8.tif source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.12.22)#page9.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of December 22, 2022, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Wells Fargo Bank, N.A., as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GYP Holdings III Corp., a Delaware corporation, has entered into a Second Amended and Restated ABL Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Credit Agreement*”), with GYP Holdings II Corp., a Delaware corporation, the other borrowers from time to time party thereto, each Lender from time to time party thereto, Wells Fargo Bank, N.A., as Administrative Agent and as Collateral Agent, and the L/C Issuers referred to therein. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Second Amended and Restated ABL Security Agreement dated as of the date hereof, among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

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

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of

a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) the copyright registrations set forth in Schedule C hereto;

(iv) the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

Section 2. Security for ABL Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all ABL Obligations now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time

(including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing ABL Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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. Delivery of an executed signature page to this IP Security Agreement by electronic transmission shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement.

Section 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and given as provided in Section 10.02 of the Credit Agreement.

Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on following page.]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


Grantors:

GYPSUM MANAGEMENT AND SUPPLY, INC.



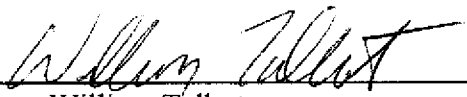
By: \_\_\_\_\_  
Name: Scott M. Deakin  
Title: Vice President and Chief Financial Officer

AMES TOOLS CORPORATION



By: \_\_\_\_\_  
Name: Scott M. Deakin  
Title: Vice President

WELLS FARGO BANK, N.A., as Collateral Agent

By:   
Name: William Talbot  
Title: Director

SCHEDULE A

PATENTS

<b>Grantor</b>	<b>Title</b>	<b>Country</b>	<b>App No.</b>	<b>Filed Date</b>	<b>Patent No.</b>	<b>Grant Date</b>
Ames Tools Corporation	HANDLE ASSEMBLY FOR A FINISHER BOX TAPER TOOL	US	17/627529	8/5/2020	N/A	N/A



SCHEDULE B

TRADEMARKS

<b>Grantor</b>	<b>Mark Name</b>	<b>Country</b>	<b>Appl. No.</b>	<b>Filed Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Gypsum Management and Supply, Inc.	KARPP (stylized)	US	97/314,744	3/16/2022	N/A	N/A
Gypsum Management and Supply, Inc.	NORTH AMERICAN DOOR & HARDWARE (stylized with design)	US	97/298,395	3/7/2022	N/A	N/A
Gypsum Management and Supply, Inc.	CHAPARRAL MATERIALS, INC. (stylized with design)	US	97/063,006	10/6/2021	N/A	N/A
Gypsum Management and Supply, Inc.	GMS (standard characters)	US	90/817,222	7/8/2021	6,802,237	7/26/2022
Gypsum Management and Supply, Inc.	NYC ACOUSTICAL SUPPLY	US	97/693,471	11/28/2022	N/A	N/A
Gypsum Management and Supply, Inc.	NYC ACOUSTICAL SUPPLY A GMS COMPANY Design	US	97/693,463	11/28/2022	N/A	N/A

SCHEDULE C

None.

SCHEDULE D

None.