

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEACON SALES ACQUISITION, INC.		07/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as collateral agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-1419		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2701606	ALLIED	
Registration Number:	2912272	ALLIED BUILDING PRODUCTS CORP.	
Registration Number:	2918668	CUTTINGEDGE	
Registration Number:	2929455	TRI-BUILT	
Registration Number:	3056622	AIRFLO	
Registration Number:	3069768		
Registration Number:	3149158	MATERIAL REWARDS	
Registration Number:	3149271	TRI-BUILT	
Registration Number:	3155191	WEATHER OR NOT	
Registration Number:	3245764	T TRI-BUILT	
Registration Number:	3307379	CUTTING EDGE	
Registration Number:	3329479	CUTTINGEDGE	
Registration Number:	3990794	TRI-BUILT	
Registration Number:	4119941	ALLIED	
Registration Number:	4119942	ALLIED BUILDING PRODUCTS CORP.	
Registration Number:	4806569	TRI-BUILT	
Registration Number:	5807855	TRI-BUILT	

CH \$440.00 2701606

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.

Email: rsiddiqui@sidley.com
Correspondent Name: Raza Siddiqui
Address Line 1: One South Dearborn
Address Line 2: Sidley Austin LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	038766-30100
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NAME OF SUBMITTER:	Raza Siddiqui
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SIGNATURE:	/razasiddiqui/
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DATE SIGNED:	08/03/2023
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of July 31, 2023 (this "Agreement"), is entered into by and among BEACON SALES ACQUISITION, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 505 Huntmar Park Drive, Suite 300, Herndon, VA 20170, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as collateral agent (the "Collateral Agent"), with offices at 60 Livingston Avenue, St. Paul, MN 55107-1419.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement, dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Collateral Agreement"), by and among Beacon Roofing Supply, Inc., a Delaware corporation (the "Company"), the Grantor and the Collateral Agent, in respect of the Company's 6.500% Senior Secured Notes due 2030. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application of the Grantor, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, and all other assets, rights and interests that uniquely reflect or embody such goodwill, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License of the Grantor, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) any breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that

any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

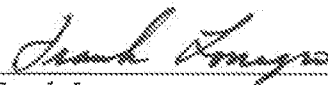
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York without regard to its conflict of laws provisions (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).


IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first written above.

BEACON SALES ACQUISITION, INC.,
as Grantor

By: 
Name: Frank Lonergo
Title: Executive Vice President and Chief
Financial Officer

Agreed and Accepted as of the
date first written above.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Collateral Agent

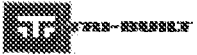

By: 
Name: Brandon Bonfig
Title: Vice President

Schedule A

to

Trademark Security AgreementU.S. Trademarks

<u>Mark</u>	<u>App. No./ Reg. No.</u>	<u>(Filing Date)/ Reg. Date</u>	<u>Record Owner (State of Organization)</u>	<u>Status</u>
Design Only 	Registration No. 3,069,768	3/21/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
AIRFLO	Registration No. 3,056,622	01/31/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED 	Registration No. 2,701,606	04/01/03	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED 	Registration No. 4,119,941	04/03/12	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 4,119,942	04/03/12	Beacon Sales Acquisition, Inc. (Delaware)	Registered
ALLIED BUILDING PRODUCTS CORP.	Registration No. 2,912,272	12/21/04	Beacon Sales Acquisition, Inc. (Delaware)	Registered
CUTTING EDGE	Registration No. 3,307,379	10/09/07	Beacon Sales Acquisition, Inc. (Delaware)	Registered
CUTTINGEDGE	Registration No. 3,329,479	11/06/07	Beacon Sales Acquisition, Inc. (Delaware)	Registered

<u>Mark</u>	<u>App. No./ Reg. No.</u>	<u>(Filing Date)/ Reg. Date</u>	<u>Record Owner (State of Organization)</u>	<u>Status</u>
CUTTINGEDGE	Registration No. 2,918,668	01/18/05	Beacon Sales Acquisition, Inc. (Delaware)	Registered
MATERIAL REWARDS	Registration No. 3,149,158	09/26/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
T TRI-BUILT 	Registration No. 3,245,764	05/29/07	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 3,990,794	07/05/11	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 3,149,271	09/26/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 2,929,455	03/01/05	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT	Registration No. 4,806,569	09/08/15	Beacon Sales Acquisition, Inc. (Delaware)	Registered
TRI-BUILT 	Registration No. 5,807,855	7/16/19	Beacon Sales Acquisition, Inc. (Delaware)	Registered
WEATHER OR NOT	Registration No. 3,155,191	10/10/06	Beacon Sales Acquisition, Inc. (Delaware)	Registered

Canadian Trademarks

<u>Registered Owner</u>	<u>Trade Mark</u>	<u>(Application No./Registration No.)</u>	<u>Expiration Date (if applicable)</u>
Beacon Sales Acquisition, Inc.	TRI-BUILT	Registration No. TMA1091114	January 7, 2031

Schedule B
to
Trademark Security Agreement
Trademark Licenses

None.