

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI72919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Sales Acquisition, Inc.		03/01/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company 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: 16			
Property Type	Number	Word Mark	
Registration Number:	3069768		
Registration Number:	3056622	AIRFLO	
Registration Number:	4119941	ALLIED	
Registration Number:	4119942	ALLIED BUILDING PRODUCTS CORP.	
Registration Number:	2912272	ALLIED BUILDING PRODUCTS CORP.	
Registration Number:	3307379	CUTTING EDGE	
Registration Number:	3329479	CUTTINGEDGE	
Registration Number:	2918668	CUTTINGEDGE	
Registration Number:	3149158	MATERIAL REWARDS	
Registration Number:	3245764	T TRI-BUILT	
Registration Number:	3990794	TRI-BUILT	
Registration Number:	3149271	TRI-BUILT	
Registration Number:	2929455	TRI-BUILT	
Registration Number:	4806569	TRI-BUILT	
Registration Number:	5807855	TRI-BUILT	
Registration Number:	3155191	WEATHER OR NOT	
CORRESPONDENCE DATA			
Fax Number:	5133611201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 513-361-1200
Email: IP-squiretm@squirepb.com
Correspondent Name: Samantha Caspar
Address Line 1: Squire Patton Boggs (US) LLP
Address Line 2: 201 E. Fourth St., Suite 1900
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	107985.00136
NAME OF SUBMITTER:	MARJORIE JOST
SIGNATURE:	MARJORIE JOST
DATE SIGNED:	03/05/2024

Total Attachments: 5

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FIRST AMENDMENT
TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT (this “Amendment”), dated as of March 1, 2024, to that certain Trademark Security Agreement, dated as of July 31, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) by and between BEACON SALES ACQUISITION, INC., a Delaware corporation (the “Grantor”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as collateral agent (the “Collateral Agent”) is entered into by the Grantor and the Collateral Agent.

WHEREAS, the Grantor and the Collateral Agent desire to amend the Trademark Security Agreement to modify certain provisions thereof; and

WHEREAS, each capitalized term used herein but not otherwise defined herein shall have the meaning given such term in the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree that as of the date hereof, Schedule A to the Trademark Security Agreement is hereby deleted in its entirety and replaced with Schedule A in the form as attached hereto as Exhibit A.

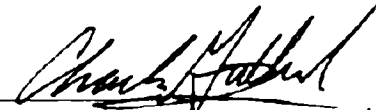
This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Amendment 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.

This Amendment shall be construed in accordance with and governed by the laws of the State of New York.

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

BEACON SALES ACQUISITION, INC.,
as Grantor

By: 
Name: Charles Gastland
Title: VP + Deputy General Counsel

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

By: _____
Name:
Title:

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

BEACON SALES ACQUISITION, INC.,
as Grantor

By: _____
Name:
Title:

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

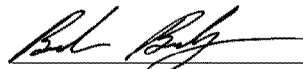



By:  _____
Name: Brandon Bonfig
Title: Vice President

Exhibit A

Schedule A to



Trademark Security Agreement

U.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)	No Longer 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
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

Schedule A

TRADEMARK
REEL: 008361 FRAME: 0986

<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>
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-BUILTs	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 A