

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI72940

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Second Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beacon Sales Acquisition, Inc.		03/01/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Wells Fargo Bank, National Association, as administrative agent		
<b>Street Address:</b>	150 E. 42nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3069768		
<b>Registration Number:</b>	3056622	AIRFLO	
<b>Registration Number:</b>	4119941	ALLIED	
<b>Registration Number:</b>	4119942	ALLIED BUILDING PRODUCTS CORP.	
<b>Registration Number:</b>	2912272	ALLIED BUILDING PRODUCTS CORP.	
<b>Registration Number:</b>	3307379	CUTTING EDGE	
<b>Registration Number:</b>	3329479	CUTTINGEDGE	
<b>Registration Number:</b>	2918668	CUTTINGEDGE	
<b>Registration Number:</b>	3149158	MATERIAL REWARDS	
<b>Registration Number:</b>	3245764	T TRI-BUILT	
<b>Registration Number:</b>	3990794	TRI-BUILT	
<b>Registration Number:</b>	3149271	TRI-BUILT	
<b>Registration Number:</b>	2929455	TRI-BUILT	
<b>Registration Number:</b>	4806569	TRI-BUILT	
<b>Registration Number:</b>	5807855	TRI-BUILT	
<b>Registration Number:</b>	3155191	WEATHER OR NOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5133611201		

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**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:** 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

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

**Total Attachments: 5**

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source=BSA\_ABL\_Amendment to Second Amended and Restated Trademark Security Agreement (Beacon Sales Acquisition)#page2.tif  
source=BSA\_ABL\_Amendment to Second Amended and Restated Trademark Security Agreement (Beacon Sales Acquisition)#page3.tif  
source=BSA\_ABL\_Amendment to Second Amended and Restated Trademark Security Agreement (Beacon Sales Acquisition)#page4.tif  
source=BSA\_ABL\_Amendment to Second Amended and Restated Trademark Security Agreement (Beacon Sales Acquisition)#page5.tif

FIRST AMENDMENT  
TO  
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT (this "Amendment"), dated as of March 1, 2024, to that certain Second Amended and Restated Trademark Security Agreement, dated as of May 19, 2021 (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"), having its chief executive office at 505 Huntmar Park Drive, Suite 300 Herndon, VA 20170, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 150 E. 42<sup>nd</sup> Street, New York, New York 10017 is entered into by the Grantor and the Administrative Agent.

WHEREAS, the Grantor and the Administrative 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 Administrative 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.

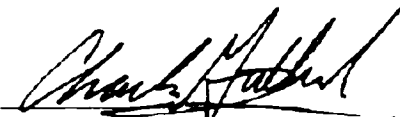
This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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 Gartland  
Title: VP + Deputy General Counsel

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Administrative 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:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,**  
as Administrative Agent

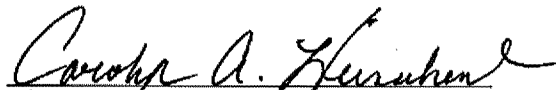





By:   
Name: *CAROLYN WEINSCHENK*  
Title: *VICE PRESIDENT*

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

<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>
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