

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT - ABL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TAMKO BUILDING PRODUCTS LLC		05/31/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROYAL BANK OF CANADA, AS CO-COLLATERAL AGENT		
<b>Street Address:</b>	200 BAY STREET		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2W7		
<b>Entity Type:</b>	BANK: CANADA		
<b>PROPERTY NUMBERS Total: 43</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2094191	AMERICA'S NATURAL COLORS	
<b>Registration Number:</b>	3038269	ASTONWOOD	
<b>Registration Number:</b>	2199733	AWAFLEX	
<b>Registration Number:</b>	4941949	AWAPLAN	
<b>Registration Number:</b>	1748514	BASE-N-PLY	
<b>Registration Number:</b>	2502084	COOLRIDGE	
<b>Registration Number:</b>	1781440	ELITE GLASS-SEAL	
<b>Registration Number:</b>	1989946	HERITAGE	
<b>Registration Number:</b>	1889893	HERITAGE	
<b>Registration Number:</b>	3579062	HERITAGE	
<b>Registration Number:</b>	4237295	HERITAGE WOODGATE	
<b>Registration Number:</b>	3246907	METALWORKS	
<b>Registration Number:</b>	3174574	METALWORKS	
<b>Registration Number:</b>	1727632	MOISTURE GUARD	
<b>Registration Number:</b>	2113989	MOISTURE GUARD PLUS	
<b>Registration Number:</b>	2201270	OVERDRIVE	
<b>Registration Number:</b>	2494446	OVERDRIVE	
<b>Registration Number:</b>	4533752	QUICKVENT	
<b>Registration Number:</b>	3038268	STONECREST	
<b>TRADEMARK</b>			

CH \$1090.00 2094191

Property Type	Number	Word Mark
Registration Number:	4689532	SUPERX
Registration Number:	4710716	SUPERX15 UNDERLAYMENT
Registration Number:	4710717	SUPERX30 UNDERLAYMENT
Registration Number:	1718161	TAM-CAP
Registration Number:	5180848	TAM-FELT
Registration Number:	1758359	TAM-GLASS PREMIUM
Registration Number:	3358069	TAMKO
Registration Number:	3247643	TAMKO
Registration Number:	1752578	TAMKO
Registration Number:	1790409	TAMKO GLASS-BASE
Registration Number:	1923676	TAMKO GLASS-SEAL
Registration Number:	1966385	TAMKO ROOFING PRODUCTS
Registration Number:	1768659	TAM-PLY IV,
Registration Number:	1967937	TAM-PRO
Registration Number:	2723975	TW FLASH-N-WRAP
Registration Number:	1715785	VAPOR-CHAN
Registration Number:	1713703	VERSA-BASE
Registration Number:	3418046	VINTAGE
Registration Number:	2010138	
Registration Number:	2008507	
Registration Number:	5697423	TAM-GUARD
Registration Number:	5691842	TAM-SEAL
Serial Number:	88199406	RICK THE ROOFER
Serial Number:	88298555	TAM-STAR

**CORRESPONDENCE DATA**

**Fax Number:** 2124552502

*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:** (212) 455-3605

**Email:** ksolomon@stblaw.com

**Correspondent Name:** GENEVIEVE DORMENT, ESQ.

**Address Line 1:** SIMPSON THACHER & BARTLETT LLP

**Address Line 2:** 425 LEXINGTON AVENUE

**Address Line 4:** NEW YORK, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 509265/2206

**NAME OF SUBMITTER:** GENEVIEVE DORMENT

**SIGNATURE:** /GD/

**DATE SIGNED:** 06/07/2019

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated May 31, 2019, is between TAMKO Building Products LLC, a Delaware limited liability company (the “Grantor”) and Royal Bank of Canada, as co-collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantor has entered into the Credit Agreement dated as of May 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, Royal Bank of Canada, as Administrative Agent and Co-Collateral Agent and JPMorgan Chase Bank, N.A, as Co-Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, 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, Grantor has executed and delivered that certain Security Agreement dated May 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

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

**A.** Grant of Security. Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by Grantor, and whether now or hereafter existing (the “Collateral”):

a. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

b. all reissues, divisionals, 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 Grantor accruing thereunder or pertaining thereto;

c. any and all claims for damages and 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; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

**B. Security for Obligations.** The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of all Secured Obligations of Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

**C. Recordation.** Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

**D. 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.

**E. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. 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 of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**F. Governing Law; Jurisdiction; Etc.**

**1. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

**2. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE**

BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

3. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE 2. OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

4. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

5. EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

**TAMKO BUILDING PRODUCTS LLC**

By: 

Name: David C. Humphreys

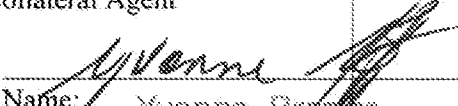
Title: President and Chief Executive Officer

*[Signature Page to Trademark Security Agreement (ABL)]*

**TRADEMARK  
REEL: 006665 FRAME: 0407**

**ROYAL BANK OF CANADA,**  
as Co-Collateral Agent

By: \_\_\_\_\_

  
Name: Yvonne Brazier  
Title: Manager, Agency

*[Signature Page to Trademark Security Agreement (ABL)]*

**TRADEMARK**

**REEL: 006665 FRAME: 0408**



Schedule A

**TRADEMARKS**

<b>TRADEMARK</b>	<b>REG. (APP) NO.</b>	<b>REG. (APP) DATE</b>
AMERICA'S NATURAL COLORS & Design	2,094,191	9/9/1997
ASTONWOOD	3,038,269	1/3/2006
AWAFLEX	2,199,733	10/27/1998
AWAPLAN	4,941,949	4/19/2016
BASE-N-PLY	1,748,514	1/26/1993
COOLRIDGE	2,502,084	10/30/2001
ELITE GLASS-SEAL	1,781,440	7/13/1993
HERITAGE	1,989,946	7/30/1996
HERITAGE	1,889,893	4/18/1995
HERITAGE	3,579,062	2/24/2009
HERITAGE WOODGATE	4,237,295	11/6/2012
METALWORKS	3,246,907	5/29/2007
METALWORKS & Design	3,174,574	11/21/2006
MOISTURE GUARD	1,727,632	10/27/1992
MOISTURE GUARD PLUS	2,113,989	11/18/1997
OVERDRIVE	2,201,270	11/3/1998
OVERDRIVE & Design	2,494,446	10/2/2001
QUICKVENT	4,533,752	5/20/2014
STONECREST	3,038,268	1/3/2006
SUPERX	4,689,532	2/17/2015
SUPERX15 UNDERLAYMENT & Design	4,710,716	3/3/2015
SuperX30 UNDERLAYMENT & Design	4,710,717	3/3/2015
TAM-CAP	1,718,161	9/22/1992
TAM-FELT	5,180,848	4/11/2017
TAM-GLASS PREMIUM	1,758,359	3/16/1993
TAMKO & Design	3,358,069	12/18/2007
TAMKO & Design	3,247,643	5/29/2007
TAMKO	1,752,578	2/16/1993
TAMKO GLASS-BASE	1,790,409	8/31/1993
TAMKO GLASS-SEAL	1,923,676	10/3/1995
TAMKO ROOFING PRODUCTS	1,966,385	4/9/1996
TAM-PLY IV	1,768,659	5/4/1993
TAM-PRO	1,967,937	4/16/1996
TW FLASH-N-WRAP	2,723,975	6/10/2003
VAPOR-CHAN	1,715,785	9/15/1992
VERSA-BASE	1,713,703	9/8/1992
VINTAGE	3,418,046	4/29/2008

<b>TRADEMARK</b>	<b>REG. (APP) NO.</b>	<b>REG. (APP) DATE</b>
Worker with Hammer Design	2,010,138	10/22/1996
Worker with Mop Design	2,008,507	10/15/1996
TAM-GUARD	5,697,423	3/12/2019
TAM-SEAL	5,691,842	3/5/2019
RICK THE ROOFER	(88/199,406)	(11/19/2018)
TAM-STAR	(88/298,555)	(2/12/2019)