

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625755

<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>
Project Sailor LLC		02/10/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	333 S Hope Street, Suite 1900		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<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>	5413021	ROOFING & INSULATION SUPPLY	
<b>Registration Number:</b>	5413020	RIS INSULATION SUPPLY	
<b>Registration Number:</b>	5413019	RIS INSULATION SUPPLY	
<b>Registration Number:</b>	5413018	RIS ROOFING SUPPLY	
<b>Registration Number:</b>	5413017	RIS ROOFING SUPPLY	
<b>Registration Number:</b>	4060412	ALLIED INTERIOR PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	27465.00092		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		

CH \$165.00 5413021

<b>DATE SIGNED:</b>	02/10/2021
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**Total Attachments: 6**

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- source=5. Project Sailor - ABL IPSA [Executed]#page2.tif
- source=5. Project Sailor - ABL IPSA [Executed]#page3.tif
- source=5. Project Sailor - ABL IPSA [Executed]#page4.tif
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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 10, 2021 (this "Agreement"), by Project Sailor LLC, a Delaware limited liability company (the "Grantor") in favor of Bank of America, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain ABL Pledge and Security Agreement, dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The ABL Lenders (as defined below) have extended credit to the Borrowers (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of January 29, 2021 (as amended by the First Amendment to ABL Credit Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), by and among ASP Flag Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), ASP Flag Merger Sub, Inc., a Delaware corporation ("Merger Sub"), and following consummation of the Merger, Foundation Building Materials, Inc., a Delaware corporation, as successor by merger to Merger Sub ("Foundation"), as a US Borrower and as Borrower Representative, certain subsidiaries from time to time party thereto, as Borrowers, certain subsidiaries from time to time party thereto, as Subsidiary Guarantors, the lenders from time to time party thereto (the "ABL Lenders") and the Administrative Agent. Consistent with the requirements set forth in Sections 4.02 and 5.12 of the ABL Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

**SECTION 2. Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto and, for the avoidance of doubt, all goodwill associated with any and all of the foregoing;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items do not constitute Excluded Assets.

**SECTION 3. Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the

event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


SECTION 5. **Counterparts.** 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. Any signature to this Agreement may be delivered by facsimile, email (including “.pdf” or “.tiff”) or any electronic signature complying with the US federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Requirements of Law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROJECT SAILOR LLC

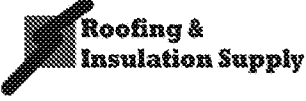


By: \_\_\_\_\_

  
Name: John Gorey  
Title: Chief Financial Officer

*{Signature Page to ABL Intellectual Property Security Agreement}*

**SCHEDULE I**

TRADEMARK REGISTRATIONS

COUNTRY	OWNER	MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
United States	Project Sailor LLC	(ROOFING & INSULATION SUPPLY & Square Des.) 	87/617,811	9/21/2017	5,413,021	2/27/2018
United States	Project Sailor LLC	RIS INSULATION SUPPLY	87/617,664	9/21/2017	5,413,020	2/27/2018
United States	Project Sailor LLC	(RIS INSULATION SUPPLY & Square Design) 	87/617,186	9/21/2017	5,413,019	2/27/2018
United States	Project Sailor LLC	RIS ROOFING SUPPLY	87/617,157	9/21/2017	5,413,018	2/27/2018
United States	Project Sailor LLC	(RIS ROOFING SUPPLY & Square Design) 	87/617,129	9/21/2017	5,413,017	2/27/2018
United States	Project Sailor LLC	ALLIED INTERIOR PRODUCTS	77/692,000	03/16/2009	4,060,412	11/22/2011

TRADEMARK APPLICATIONS

None.

COMMON LAW RIGHTS IN UNREGISTERED TRADEMARKS

- a. Eco Insulation Supply
- b. RIS Insulation Supply
- c. Acoustical Material Services
- d. Builders Gypsum Supply
- e. Gypsum Products Inc.
- f. Fogleman Builders Supply
- g. Interior Distributors

**SCHEDULE II**

PATENTS

None.

PATENT APPLICATIONS

None.

**SCHEDULE III**

COPYRIGHT REGISTRATIONS

None.

COPYRIGHT APPLICATIONS

None.