

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4129817

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.	10/31/2016
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A., AS AGENT	
Street Address:	135 S. LASALLE STREET, 9TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8555545
CORRESPONDENCE DATA		
Fax Number:	(312)984-7700	
<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>		
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NAME OF SUBMITTER:	GEORGE M. HOUHANISIN	
SIGNATURE:	/George M. Houhanisin/	
DATE SIGNED:	11/04/2016	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of October 31, 2016, by AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. ("**Grantor**"), in favor of BANK OF AMERICA, N.A., in its capacity as agent (in such capacity, the "**Agent**") pursuant to the Amended and Restated Loan and Guaranty Agreement, dated as of April 16, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among ABC Supply Holding Corp., a Delaware corporation, ("**Holdings**"), American Builders & Contractors Supply Co., Inc., a Delaware corporation, (the "**Borrower**"), the Guarantors from time to time party thereto, the financial institutions party to the Credit Agreement from time to time as lenders (the "**Lenders**") and the Agent as agent for the Lenders and Issuing Bank.

W I T N E S S E T H:

WHEREAS, the Grantor is party to the ABL Security Agreement dated as of April 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of Grantor:

(a) Patents of Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.


SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. ABL Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Patent Security Agreement, the Liens created hereby and the rights and

remedies of the Agent hereunder are subject to the terms of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Patent Security Agreement and the ABL Intercreditor Agreement, the terms of the ABL Intercreditor Agreement shall govern.

[Signature pages follow.]

**AMERICAN BUILDERS & CONTRACTORS
SUPPLY CO., INC.**

By: 
Name: Todd Buehl
Title: Chief Financial Officer

[Patent Security Agreement]

BANK OF AMERICA, N.A.,
as Agent

By: B. H. B.
Name: Brad H. Breidenbach
Title: Senior Vice President

[Patent Security Agreement]

PATENT
REEL: 040228 FRAME: 0908

Schedule I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATION AND PATENT APPLICATIONS

Title	Applic. No./ Filing Date	Patent No./ Issue Date	Current Owner
ENHANCED VEGETATIVE ROOF SYSTEM	13/401906 02/22/2012	8555545 10/15/2013	AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.