

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                            |
| <b>NATURE OF CONVEYANCE:</b> | Supplemental Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name                           | Formerly | Execution Date | Entity Type           |
|--------------------------------|----------|----------------|-----------------------|
| Custom Building Products, Inc. |          | 12/14/2012     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Bank of America, N.A.                       |
| <b>Street Address:</b> | 101 North Tryon Street                      |
| <b>City:</b>           | Charlotte                                   |
| <b>State/Country:</b>  | NORTH CAROLINA                              |
| <b>Postal Code:</b>    | 28255                                       |
| <b>Entity Type:</b>    | national banking association: UNITED STATES |

**PROPERTY NUMBERS Total: 14**

| Property Type        | Number   | Word Mark                    |
|----------------------|----------|------------------------------|
| Registration Number: | 4005333  | AMERICA'S #1 GROUT           |
| Registration Number: | 4245321  | KNOCKDOWN                    |
| Registration Number: | 4033709  | MULTI-BOND                   |
| Registration Number: | 4107525  | POLYBLEND AMERICA'S #1 GROUT |
| Registration Number: | 4245319  | RENUE                        |
| Registration Number: | 4245320  | REVIVER                      |
| Registration Number: | 2923473  | REVIVER                      |
| Registration Number: | 4185179  | SPIDER WEB                   |
| Serial Number:       | 85613936 | AQUA STAIN                   |
| Serial Number:       | 85569842 | CUSTOMTECH                   |
| Serial Number:       | 85582945 | ENRICH 'N' SEAL              |
| Serial Number:       | 85489492 | FUSION PRO                   |
| Serial Number:       | 85571103 | GENPATCH                     |
| Serial Number:       | 85571101 | SILK                         |

CH \$365.00 4005333

**CORRESPONDENCE DATA**

Fax Number: 2129096836

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Steven Keslowitz, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

|   |                    |
|---|--------------------|
| ATTORNEY DOCKET NUMBER:   | 23109-1012         |
| NAME OF SUBMITTER:  | Steven Keslowitz   |
| Signature:  | /Steven Keslowitz/ |
| Date:   | 12/14/2012         |
| Total Attachments: 5<br>source=Supp TM Security Agt#page1.tif<br>source=Supp TM Security Agt#page2.tif<br>source=Supp TM Security Agt#page3.tif<br>source=Supp TM Security Agt#page4.tif<br>source=Supp TM Security Agt#page5.tif |                    |

**Supplemental Trademark Security Agreement**

**Supplemental Trademark Security Agreement**, dated as of December 14, 2012, by CUSTOM BUILDING PRODUCTS, INC. (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement originally dated as of March 19, 2010 and amended and restated as of December 14, 2012 (the "Security Agreement") in favor of the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement, in favor of the Administrative Agent, as a supplement to the Trademark Security Agreement, dated March 19, 2010, between the parties hereto;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative 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. Confirmation of Grant of Security Interest in Trademark Collateral. The Pledgor hereby confirms the grant to the Administrative Agent for the benefit of the Secured Parties in the Security Agreement of a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to

conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and automatic termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Security Agreement and this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark 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 Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CUSTOM BUILDING PRODUCTS, INC.

By:



Name: Charles P. Bloome

Title: Chief Financial Officer, Executive  
Vice President and Secretary

[Signature Page to Supplemental Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004919 FRAME: 0755**

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

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

Name: Adam Cady

Title: Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

| <b>OWNER</b>                   | <b>REGISTRATION NUMBER</b> | <b>TRADEMARK</b>                        |
|--------------------------------|----------------------------|---|
| Custom Building Products, Inc. | 4,005,333                  | AMERICA'S #1 GROUT                      |
| Custom Building Products, Inc. | 4,245,321                  | KNOCKDOWN                               |
| Custom Building Products, Inc. | 4,033,709                  | MULTI-BOND                              |
| Custom Building Products, Inc. | 4,107,525                  | POLYBLEND AMERICA'S #1 GROUT and Design |
| Custom Building Products, Inc. | 4,245,319                  | RENUUE                                  |
| Custom Building Products, Inc. | 4,245,320                  | REVIVER                                 |
| Custom Building Products, Inc. | 2,923,473                  | REVIVER and Design                      |
| Custom Building Products, Inc. | 4,185,179                  | SPIDER WEB                              |

**Trademark Applications:**

| <b>OWNER</b>                   | <b>APPLICATION NUMBER</b> | <b>TRADEMARK</b> |
|--------------------------------|---------------------------|------------------|
| Custom Building Products, Inc. | 85/613,936                | AQUA STAIN       |
| Custom Building Products, Inc. | 85/569,842                | CUSTOMTECH       |
| Custom Building Products, Inc. | 85/582,945                | ENRICH 'N' SEAL  |
| Custom Building Products, Inc. | 85/489,492                | FUSION PRO       |
| Custom Building Products, Inc. | 85/571,103                | GENPATCH         |
| Custom Building Products, Inc. | 85/571,101                | SILK             |