

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357120

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROOFING SUPPLY GROUP, LLC		10/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	UNIT 580 CROSSPOINT PKWY		
<b>Internal Address:</b>	CRMS DOCUMENTATION		
<b>City:</b>	GETZVILLE		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14068		
<b>Entity Type:</b>	ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3039303	RSG ROOFING SUPPLY GROUP	
<b>Registration Number:</b>	3069768		
<b>Serial Number:</b>	76597763	BULL	
<b>Serial Number:</b>	76977645		
<b>Registration Number:</b>	3163274	BULL	
<b>Registration Number:</b>	4741716	PEAK BUILDING PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668265420		
<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>	301-638-0511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-40436		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		

OP \$165.00 3039303

<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	10/01/2015
<b>Total Attachments: 6</b> source=40436#page1.tif source=40436#page2.tif source=40436#page3.tif source=40436#page4.tif source=40436#page5.tif source=40436#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 1, 2015 is entered into by and among ROOFING SUPPLY GROUP, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 3890 W. Northwest Hwy., Suite 400 Dallas TX 75220, CITIBANK, N.A., as administrative agent (the "Administrative Agent"), with offices at CRMS Documentation, Unit 580 Crosspoint Pkwy., Getzville, NY 14068, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among BEACON ROOFING SUPPLY, INC., a Delaware corporation (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement dated as of the date hereof by and among the Grantor, the Borrower, certain Subsidiaries of the Borrower party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application of the Grantor, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, and all other assets, rights and interests that uniquely reflect or embody such goodwill, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License of the Grantor, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) any breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

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.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first written above.

ROOFING SUPPLY GROUP, LLC, as Grantor  
By: CDRR Holding, Inc., its sole member

By: Joseph M. Nowicki  
Name: Joseph M. Nowicki  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

ACKNOWLEDGMENT

STATE OF Virginia

COUNTY OF Fairfax

I, Megan Pettry, a Notary Public for said County and State, do hereby certify that Joseph M. Nowicki personally appeared before me this day and stated that he is Executive Vice President, Chief Financial Officer and Treasurer of CDRR Holding, Inc., the sole member of Roofing Supply Group, LLC and acknowledged, on behalf of Roofing Supply Group, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 29 day of September, 2015.

Megan Pettry  
Notary Public

My commission expires:

06/30/2017

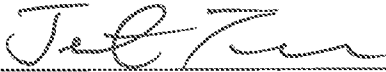


{Signature Page to Roofing Supply Group, LLC Trademark Security Agreement}

TRADEMARK  
REEL: 005635 FRAME: 0769

Agreed and Accepted as of the  
date first written above.

CITIBANK, N.A.,  
as Administrative Agent

By:   
Name: Justin Tichauer  
Title: Director

Schedule A  
to  
Trademark Security Agreement

	<b>OWNER</b>	<b>MARK</b>	<b>Identification No.</b>	<b>Status Date</b>	<b>Status</b>
1.	ROOFING SUPPLY GROUP, LLC	RSG ROOFING SUPPLY GROUP	Serial No. 76/597,764 Registration No. 3,039,303	01/10/06	Registered
2.	ROOFING SUPPLY GROUP, LLC	BULL LOGO (Design)	Serial No. 76/597,765 Registration No. 3,069,768	03/21/06	Registered
3.	ROOFING SUPPLY GROUP, LLC	BULL	Serial No. 76/597,763 Registration No. 3,177,585	01/17/06	Registered
4.	ROOFING SUPPLY GROUP, LLC	BULL LOGO (Design)	Serial No. 76/977,645 Registration No. 3,177,585	11/28/06	Registered
5.	ROOFING SUPPLY GROUP, LLC	BULL	Serial No. 76/977,644 Registration No. 3,163,274	10/24/06	Registered
6.	ROOFING SUPPLY GROUP, LLC	PEAK BUILDING PRODUCTS	Serial No. 86/128,646 Registration No. 4,741,716	05/26/15	Registered

Schedule B  
to  
Trademark Security Agreement

None.