

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FBM Gypsum Supply of Illinois LLC		08/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, AS ADMINISTRATIVE AGENT		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2677093	GYPSUM SUPPLY CO.	
Registration Number:	2677094	GSC GYPSUM SUPPLY CO.	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049646-0333		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	08/11/2016		
Total Attachments: 16			
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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 9, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of GOLDMAN SACHS BANK USA, as administrative agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LSF9 Cypress Parent LLC, a Delaware limited liability company (including its permitted successors, “Holdings”), LSF9 Cypress Holdings LLC, a Delaware limited liability company (including its permitted successors, the “Initial Borrower”) and certain subsidiaries of Holdings party thereto (together with the Initial Borrower, the “Borrowers”) have entered into an ABL Credit Agreement, dated as of August 9, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and as issuing banks, the Administrative Agent, and Bank of America, N.A. as collateral agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain ABL US Guarantee and Collateral Agreement, dated as of August 9, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement and subject to the limitations contained therein, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, to the extent provided in Section 2.1 of the Guarantee and Collateral Agreement, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 3; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

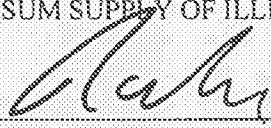
SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Revolving Obligations are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Revolving Obligations, the provisions of the Intercreditor Agreement shall prevail. As used in this Section 7, "Revolving Obligations," shall have the meaning given to such term in the Intercreditor Agreement.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

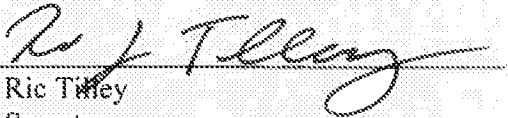
[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

HOME ACRES BUILDING SUPPLY CO. LLC
GREAT WESTERN BUILDING MATERIALS,
INC.
PROWALL BUILDING PRODUCTS, INC.
FOUNDATION BUILDING MATERIALS,
LLC
FBM GYPSUM SUPPLY OF ILLINOIS LLC

By: 
Name: Ruben Mendoza
Title: Chief Executive Officer and President

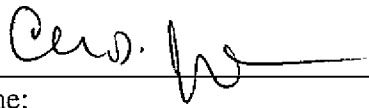
**Superior Plus Construction
Products Corp.
FBM BAV LLC**

By: 
Name: Ric Tiley
Title: Secretary

[Signature Page to IP Security Agreement]

**TRADEMARK
REEL: 005852 FRAME: 0852**



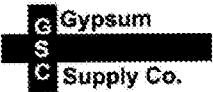
GOLDMAN SACHS BANK USA,
as Administrative Agent

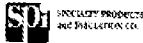
By: 
Name: _____
Title: **Charles D. Johnston**
Authorized Signatory

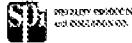
COPYRIGHTS

None.

TRADEMARKS

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Great Western Building Materials, Inc.	PROWALL		Registered	2080126
Great Western Building Materials, Inc.	PROSHAPE		Registered	2343950
ProWall Building Products, Inc.	FOAMPREP		Registered	2181417
Foundation Building Materials, LLC	FOUNDATION BUILDING MATERIALS	July 1, 2016	Pending In-Use	87091460
Foundation Building Materials, LLC	FBM	July 1, 2016	Pending In-Use	87091464
Foundation Building Materials, LLC	FBM (stylized and/or with design) 	July 1, 2016	Pending In-Use	87091469
Foundation Building Materials, LLC	FBM (stylized with design) 	July 15, 2016	Applied	1791598 (Canadian Trademarks)
Foundation Building Materials, LLC	FBM	July 15, 2016	Applied	1791604 (Canadian Trademarks)
Foundation Building Materials, LLC	FOUNDATION BUILDING MATERIALS	July 15, 2016	Applied	1791605 (Canadian Trademarks)
FBM Gypsum Supply of Illinois LLC	GYPSUM SUPPLY CO.		Registered	2677093
FBM Gypsum Supply of Illinois LLC	GSC GYPSUM SUPPLY CO. & Design 		Registered	2677094

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
FBM Gypsum Supply of Illinois LLC	Gypsum Supply Co. Gypsum Supply Co. of Quad Cities Gypsum Supply Co. of Cedar Rapids Gypsum Supply Co. of Waterloo Gypsum Supply Co. of Des Moines Gypsum Supply Co. of Fox Valley Gypsum Supply Co. of Milwaukee Gypsum Supply Co. of Elkhorn Gypsum Supply Co. of Madison Gypsum Supply Co. of Rockford Gypsum Supply Co. of Chicago Area South Gypsum Supply Co. of Chicago Area North Gypsum Supply Co. of Machesney Park Gypsum Supply Co. of Chicago Gypsum Supply Co. of Bloomington Gypsum Supply Co. of Peoria		Common Law Trademark	
FBM BAV LLC	BAV Brown's Applied Vinyl		Common Law Trademark	
Specialty Products and Insulation Co. (name changed to Superior Plus Construction Products Corp.)	SPI Specialty Products & Insulation Co. (design + words) 		Registered	1279224

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Specialty Products and Insulation Co. (name changed to Superior Plus Construction Products Corp.)	SPI Specialty Products & Insulation Co. (design + words) 		Registered	1271789
Specialty Products and Insulation Co. (name changed to Superior Plus Construction Products Corp.)	SPI SPECIALTY PRODUCTS AND INSULATION CO. (typed drawing)		Registered	1320113
Specialty Products and Insulation Co. (name changed to Superior Plus Construction Products Corp.)	ABSORPTION PLUS (typed drawing)		Registered	2987664
Specialty Products and Insulation Co. (name changed to Superior Plus Construction Products Corp.)	FIREPLUG (typed drawing)		Registered	2391212
Specialty Products and Insulation Co. (name changed to Superior Plus Construction Products Corp.)	FIRESTRIP (typed drawing)		Registered	2856278
Specialty Products and Insulation Co. (name changed to Superior Plus Construction Products Corp.)	HATS (typed drawing)		Registered	2421444
Specialty Products and Insulation Co. (name changed to Superior Plus Construction Products Corp.)	RIGIDFLEX (typed drawing)		Registered	939431

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Specialty Products and Insulation Co. (name changed to Superior Plus Construction Products Corp.)	SAFELITE (standard character mark)		Registered	3656665
Superior Plus Construction Products Corp.	INTERNATIONAL TECHNIFAB		Registered in Wyoming	2010-00578855
Superior Plus Construction Products Corp.	WINROC		Registered in Wyoming	2011-000595401
Superior Plus Construction Products Corp.	SPI		Registered in Wyoming	2011-000595400
Superior Plus Construction Products Corp.	WINROC-SPI		Registered in Wyoming	2014-000657791
Superior Plus Construction Products Corp.	SPECIALTY PRODUCTS & INSULATION		Registered in Wyoming	2011-000596196
Superior Plus Construction Products Corp.	SPECIALTY PRODUCTS & INSULATION		Registered in Louisiana	62-6939
Superior Plus Construction Products Corp.	SPI		Registered in Louisiana	62-6944
Superior Plus Construction Products Corp.	WINROC-SPI		Registered in Louisiana	64-9580
Superior Plus Construction Products Corp.	WINROC-SPI		Registered in Nebraska	10188398
Superior Plus Construction Products Corp.	WINROC-SPI		Registered in North Dakota	36159600
Superior Plus Construction Products Corp.	Paragon Pacific SPI		Common law mark (not registered) Previously acquired company – registered in Idaho	D135856

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Superior Plus Construction Products Corp.	PARAGON PACIFIC INSULATION		Common law mark (not registered) Previously acquired company – registered in Idaho	D135856

Domain Names

Domain	Creation Date	Expiration Date	Registrant Name/Organization	Registrar
Allroc.com	8/25/1998	8/24/2016	Private registration	Network Solutions
allrocl.com	9/19/2012	9/19/2016	Keith Bellingham/Superior CPD	Fast Domain
Allrocdsd.com	12/5/2006	12/5/2016	Keith Bellingham	Fast Domain
Allrocdsd.us	7/12/2013	7/11/2016	Keith Bellingham/CPD	Fast Domain
Allroctool.com	10/12/2006	10/12/2016	Keith Bellingham	Fast Domain
Allroctool.us	7/12/2013	7/11/2016	Keith Bellingham/CPD	Fast Domain
Burnabyinsulation.com	8/22/2003	8/22/2016	Keith Bellingham	Fast Domain
Constructionproductscorp.com	12/20/2010	12/20/2016	Cherie May/Specialty Products & Insulation Co.	GoDaddy.com
Constructionproductsdistribution.com	9/6/2011	9/6/2016	The Winroc Corporation	Network Solutions
Cpdonlineu.com	7/21/2011	7/21/2017	The Winroc Corporation	Network Solutions
Howtowinrocspe.com	10/1/2014	10/1/2016	Keith Bellingham/CDP	Domain.com
Interiorbuild.com	2/5/1998	2/4/2017	Not available	Tucows
Leonsinsulation.com	10/15/2004	10/15/2016	Keith Bellingham	Fast Domain
Prolineplus.us	7/12/2013	7/11/2016	Keith	Fast Domain

Domain	Creation Date	Expiration Date	Registrant Name/Organization	Registrar
			Bellingham/CPD	
Specpc.info	12/20/2010	12/20/2016	Cherie May/Specialty Products & Insulation Co.	GoDaddy.com
sp-cpc.info			Record not available	
Specpc.us	12/20/2010	12/19/2016	Cherie May/Specialty Products & Insulation Co.	GoDaddy.com
sp-cpc.us	12/20/2010	12/19/2016	Cherie May/Specialty Products & Insulation Co.	GoDaddy.com
Specialtyproducts.com	1/30/1997	1/31/2017	Superior Plus Construction Products Corp.	Network Solutions
spi1-co.com	9/24/2007	9/24/2016	Cheri May/Specialty products & Insulation Co.	easyDNS Technologies
Spi-co.com	1/30/1997	1/31/2017	Superior Plus Construction Products Corp./Superior Plus Construction Products Corp.	Network Solutions
Spiwinroc.com	9/6/2013	9/6/2016	Private registration	Domain.com
spi-winroc.com	9/6/2013	9/6/2016	Private registration	Domain.com
Spiwinroc.us	9/9/2013	9/8/2016	Keith Bellingham/Winroc SPI	Fast Domain
Superiorconstructionproductsdistribution.com	9/7/2011	9/7/2016	Private registration	Fast Domain
Superiorecpd.com	9/1/2011	9/1/2017	The Winroc Corporation/The Winroc Corporation	Network Solutions
Superiorecpd.com	9/1/2011	9/1/2017	The Winroc Corporation	Network Solutions
Superiorplusconstructionproducts.com	12/20/2010	12/20/2016	Cherie May/Specialty Products & Insulation Co.	GoDaddy.com
Superiorplusconstructionproductsdistribution.com	9/7/2011	9/7/2016	Private registration	Fast Domain
Superiorpluscpd.com	9/6/2011	9/6/2016	The Winroc Corporation	Network Solutions
Winroc.com	10/31/1996	10/30/2016	Private registration	Network

Domain	Creation Date	Expiration Date	Registrant Name/Organization	Registrar
				Solutions
Winroc.us	7/12/2013	7/11/2016	Keith Bellingham/CPD	Fast Domain
winrocl.com	9/13/2012	9/13/2016	Private registration	Fast Domain
Winrocspi.com	9/6/2013	9/6/2016	Private registration	Domain.com
winroc-spi.com	9/6/2013	9/6/2016	Private registration	Domain.com
Winrocspi.us	9/9/2013	9/8/2016	Keith Bellingham/Winroc SPI	Fast Domain
winroc-spi.us	1/6/2014	1/5/2017	Keith Bellingham/CPD	Fast Domain
Winrocspiu.com	10/2/2014	10/2/2016	Keith Bellingham/Winroc-SPI	Domain.com
Winrocspiuniversity.com	10/1/2014	10/1/2016	The Winroc Corporation	Network Solutions
Winrocu.com	1/28/2009	1/28/2017	Not available	Tucows

PATENTS

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Home Acres Building Supply Co. LLC	DRYWALL RETAINING DEVICE			7,543,789
Superior Plus Construction Products Corp.	Prefabricated Fixture Protection Cover and Assembly and Method of Use Thereof	December 8, 2009	Registered	United States 7,627,999 B2