

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winroc-SPI Corporation		08/19/2016	Corporation: ALBERTA
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: 5			
Property Type	Number	Word Mark	
Registration Number:	4460814	PROLINE PLUS	
Registration Number:	4706070	PROLINE PLUS	
Registration Number:	2234931	ALLROC	
Serial Number:	86343307	WINROC SPI	
Serial Number:	86343244	WINROC-SPI	
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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049646-0333		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	09/01/2016		

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Total Attachments: 11

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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 Canadian NY Law Guarantee and Collateral 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 Canadian Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Canadian NY Law 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 “Canadian NY Law Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Canadian NY Law 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 Canadian NY Law 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 Canadian Obligations (as defined in the Canadian NY Law 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 Canadian NY Law 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 Canadian NY Law 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 Canadian NY Law 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 Canadian NY Law 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 Canadian NY Law 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 Canadian NY Law 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 Canadian NY Law 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 Canadian NY Law 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 Canadian NY Law Guarantee and Collateral

Agreement or the Credit Agreement, the provisions of the Canadian NY Law Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

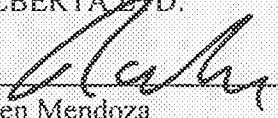
SECTION 7 [Reserved].

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 Canadian NY Law 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.

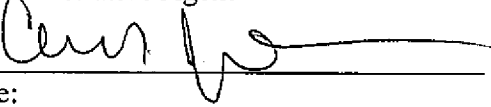
WINROC-SPI CORPORATION
1974303 ALBERTA LTD.

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

[ABL IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005867 FRAME: 0642

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 

Name:

Title:



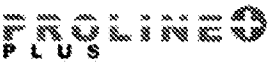
Charles D. Johnston
Authorized Signatory


[ABL IP SECURITY AGREEMENT]

COPYRIGHTS

None.

TRADEMARKS

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Winroc-SPI Corporation	WINROC		Registered	2207560
Winroc-SPI Corporation	WINROC-SPI (word)		Pending In-Use	TMA935908 (Canada)/ 86343244 (USA)
Winroc-SPI Corporation	Winroc-SPI (design) US application contains a color claim: 		Pending In-Use	TMA935907 (Canada)/ 86343307 (USA)
Winroc-SPI Corporation	WINROC (word)		Registered	TMA628650 (Canada)/ 2207560 (USA)
Winroc-SPI Corporation	Winroc (design) 		Registered	TMA628406 (Canada)
Winroc-SPI Corporation	PROLINE PLUS (word)		Registered	TMA853073(Canada)/ 4706070 (USA)
Winroc-SPI Corporation	Proline Plus (design) 		Registered	TMA853076(Canada)/4460814 (USA)
Winroc-SPI Corporation	ALLPRO		Registered	TMA435814 (Canada)

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Winroc-SPI Corporation	ALLROC (word)		Registered	TMA628649(Canada)/2234931 (USA)
Winroc-SPI Corporation	Allroc (design) 		Registered	TMA636,511 (Canada)
Winroc-SPI Corporation	FAKOURY'S BUILDING SUPPLIES		Common law mark (not registered) Previously acquired company – registered in Ontario	
Winroc-SPI Corporation	LEON'S INSULATION		Common law mark (not registered) Previously acquired company – registered in Ontario	
197403 Alberta Ltd.	BURNABY INSULATION		Common law mark (not registered) Previously acquired company – registered in British Columbia and Alberta	
Winroc-SPI Corporation	INTERIOR BUILDING SUPPLIES		Previously acquired company – registered in Windsor, London, and Cambridge, Ontario Canada	

Domain Names

<u>Domain Name</u>	<u>Creation Date</u>	<u>Expiration Date</u>	<u>Registrant Name/Organization</u>	<u>Registrar</u>
Allrocdsd.ca	7/12/2013	7/12/2016	Not available	Tucows
Allroctool.ca	7/12/2013	7/12/2016	Not available	Tucows
Burnabyinsulation.ca	12/20/2012	12/20/2016	Not available	Tucows
Constructionproductsdistribution.ca	9/6/2011	9/6/2016	The Winroc Corporation	Tucows

<u>Domain Name</u>	<u>Creation Date</u>	<u>Expiration Date</u>	<u>Registrant Name/Organization</u>	<u>Registrar</u>
Leonsinsulation.ca	1/15/2013	1/15/2017	Not available	Tucows
Marjam.ca	2/22/2011	2/22/2021	The Winroc Corporation	Network Solutions Canada
Prolineplus.ca	9/7/2011	9/7/2016	Not available	Tucows
spi-co.ca	1/15/2013	1/15/2017	Not available	Tucows
Spiwinroc.ca	9/6/2013	9/6/2016	Not available	Tucows
Superiorcpd.ca	9/1/2011	9/1/2016	The Winroc Corporation	Network Solutions Canada
Superiorplusconstructionproductsdistribution.ca	9/19/2011	9/19/2016	Construction Products Distribution Inc.	Tucows
Superiorpluscpd.ca	9/6/2011	9/6/2016	The Winroc Corporation	Network Solutions Canada
Winroc.ca	11/9/2010	11/9/2016	Not available	Tucows
Winrocbc.ca			Available	
Winrock.ca	1/14/2013	1/14/2017	Not available	Tucows
Winrocspi.ca	9/6/2013	9/6/2016	Not available	Tucows
winroc-spi.ca	1/3/2014	1/3/2017	Not available	National CA Domains

PATENTS

None.