

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456514

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citibank, N.A., as administrative agent		01/02/2018	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beacon Sales Acquisition, Inc.		
<b>Street Address:</b>	505 Huntmar Park Drive, Suite 300		
<b>City:</b>	Herndon		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20170		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2369287	STAGERIGHT	
<b>Registration Number:</b>	3124360	TAPERMAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Melony Sot		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F174617 BSA Release		
<b>NAME OF SUBMITTER:</b>	Rachel Klein		
<b>SIGNATURE:</b>	/RACHEL KLEIN/		
<b>DATE SIGNED:</b>	01/02/2018		
<b>Total Attachments: 4</b>			
source=Beacon Sales Acquisition TM Release#page2.tif			

OP \$65.00 2369287

source=Beacon Sales Acquisition TM Release#page3.tif  
source=Beacon Sales Acquisition TM Release#page4.tif  
source=Beacon Sales Acquisition TM Release#page5.tif

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of January 2, 2018, from Citibank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties, to Beacon Sales Acquisition, Inc. (the "Grantor") in connection with the Trademark Security Agreement, dated as of October 1, 2015 between the Grantor and the Administrative Agent, (the "Trademark Security Agreement"), as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time). Capitalized terms used herein without definition have the meanings set forth in the Collateral Agreement (as defined below).

**WITNESSETH:**

WHEREAS, pursuant to (i) that certain Term Loan Collateral Agreement, dated as of October 1, 2015 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), among Beacon Roofing Supply, Inc., a Delaware corporation (the "Borrower"), the Grantors from time to time party thereto and the Administrative Agent and (ii) the Trademark Security Agreement, the Grantors granted and pledged to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of itself and the Secured Parties, and granted to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, among other collateral as set forth therein, a continuing security interest in all of the Borrower's right, title and interest in (a) the Trademark registrations set forth on Schedule I hereto, (b) all claims by the Grantor against third parties for (1) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule I hereto or (2) injury to the goodwill associated with any Trademark or Trademark registration and (c) all products and proceeds of the foregoing (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 1, 2015 at Trademark Reel 5635 and Frame 745; and

WHEREAS, the Administrative Agent is, pursuant to (i) that certain payoff letter dated as of the date hereof among Citibank, N.A. and the Borrower and (ii) this Termination and Release, terminating, releasing and discharging the entirety of its continuing security interest in the Trademark Collateral in accordance with Section 7.15 of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Trademark Security Agreement, the receipt and adequacy of which are

hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees as follows:

1. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its continuing security interest in all of the Grantors' right, title or interest in, to and under all of the Trademark Collateral, and any right, title or interest of the Administrative Agent or any other Secured Party therein shall hereby cease and become void.

2. Further Assurances. The Administrative Agent shall, at the expense of the Grantors, execute and deliver to the Grantors all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the security interest in respect of the Trademark Collateral, in each case as reasonably requested by the Grantors.

3. Applicable Law. **THIS TERMINATION AND RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

4. Electronic Delivery. Delivery of an executed page to this Termination and Release by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed Termination and Release.

5. Miscellaneous. The execution and delivery of this Termination and Release and any document or agreement referred to herein or in connection herewith, and the taking of any action in connection herewith shall be without recourse to, or representation or warranty by, the Administrative Agent or any other Secured Party. Nothing herein shall be construed to act as a release of, or prejudice the rights of the Administrative Agent or the Secured Parties to, the security interest created under any Security Document, other than in respect of the assets being released hereunder.

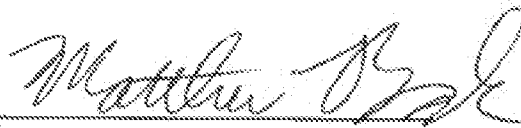
\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CITIBANK, N.A., as Administrative Agent

By



Name:

Title:

Matthew Beshaw  
Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]

{368665}

TRADEMARK

REEL: 006240 FRAME: 0526

Schedule I  
Trademarks

STAGERIGHT	Registration No. 2,369,287	9/18/00	BEACON SALES ACQUISITION, INC. (Delaware)	Registered
TAPERMAP	Registration No. 3,124,360	8/01/06	BEACON SALES ACQUISITION, INC. (Delaware)	Registered

[[3686665]]