

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	6

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beacon Sales Acquisition, Inc.		01/02/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as administrative agent
Street Address:	1615 Brett Road, Ops III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3069768	
Registration Number:	2473312	MCCLURE JOHNSTON
Registration Number:	2499866	MCCLURE JOHNSTON COMPANY MJ QUALITY SERV
Registration Number:	4741716	PEAK BUILDING PRODUCTS
Registration Number:	3594101	WOODFEATHERS
Registration Number:	2369287	STAGERIGHT

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F174617 BSA Agmt.
NAME OF SUBMITTER:	Rachel Klein
SIGNATURE:	/RACHEL KLEIN/

DATE SIGNED:	01/02/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of January 2, 2018 is entered into by and among Beacon Sales Acquisition, Inc., a Delaware corporation (the “Grantor”), having its chief executive office at 505 Huntmar Park Drive, Suite 300, Herndon, VA 20170, and CITIBANK, N.A., as administrative agent (the “Administrative Agent”), with offices at 1615 Brett Road, Ops III, New Castle, DE 19720, Attention: Global Loans/Agency.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement dated as of the date hereof by and among the Grantor, Beacon Roofing Supply, Inc., a Delaware corporation (the “Borrower”), certain Subsidiaries of the Borrower party thereto and the Administrative Agent (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Collateral Agreement”). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

The Lenders (as defined in the Credit Agreement) have agreed to make extensions of credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, dated as of the date hereof by and among the Borrower, the Lenders from time to time thereunder and the Administrative Agent (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Credit Agreement”). The obligations of the Lenders to make such extensions of credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from such extensions of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to become Lenders under the Credit Agreement and to make their respective extensions of credit to the Borrower thereunder.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), 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.

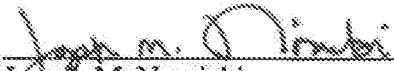
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

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.

Beacon Sales Acquisition, Inc., as Grantor

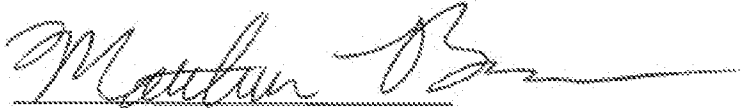
By: 
Name: Joseph M. Nowicki
Title: Executive Vice President, Chief
Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

Agreed and Accepted as of the
date first written above.

CITIBANK, N.A.,
as Administrative Agent

By:
Name:
Title:



Matthew Bashaw
Vice President



[Signature Page to Trademark Security Agreement]

[[3684085]]

Schedule A

to

Trademark Security Agreement

	OWNER	MARK	Identification No.	Status Date	Status
1.	Beacon Sales Acquisition, Inc.	Design Only 	Registration No. 3,069,768	3/21/06	Renewed (Registered)
2.	Beacon Sales Acquisition, Inc.	MCCLURE JOHNSTON	Registration No. 2,473,312	7/31/01	Renewed (Registered)
3.	Beacon Sales Acquisition, Inc.	MCCLURE JOHNSTON COMPANY MJ QUALITY SERVICE SINCE 1914 	Registration No. 2,499,866	10/23/01	Renewed (Registered)
4.	Beacon Sales Acquisition, Inc.	PEAK BUILDING PRODUCTS	Registration No. 4,741,716	5/26/15	Registered
5.	Beacon Sales Acquisition, Inc.	WOODFEATHERS	Registration No. 3,594,101	3/24/09	Registered
6.	Beacon Sales Acquisition, Inc.	STAGERIGHT	Registration No. 2,369,287	7/18/00	Registered

Schedule B
to
Trademark Security Agreement

None.

[[3684085]]

RECORDED: 01/02/2018

**TRADEMARK
REEL: 006240 FRAME: 0612**