

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456519

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 4 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-------------------------|
| Allied Building Products Corp. | | 01/02/2018 | Corporation: NEW JERSEY |

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: 23

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------|
| Registration Number: | 3990794 | TRI-BUILT |
| Registration Number: | 4119942 | ALLIED BUILDING PRODUCTS CORP. |
| Registration Number: | 3792064 | CUTTING EDGE |
| Registration Number: | 4023161 | ALLIED BUILDING PRODUCTS CORP. |
| Registration Number: | 3318346 | CUTTINGEDGE |
| Registration Number: | 3329479 | CUTTINGEDGE |
| Registration Number: | 3056622 | AIRFLO |
| Registration Number: | 3149271 | TRI-BUILT |
| Registration Number: | 2918668 | CUTTINGEDGE |
| Registration Number: | 2929455 | TRI-BUILT |
| Registration Number: | 2701606 | ALLIED |
| Registration Number: | 4806569 | TRI-BUILT |
| Registration Number: | 4016421 | TRI-BUILT MATERIALS GROUP |
| Registration Number: | 4119941 | ALLIED |
| Registration Number: | 4060412 | ALLIED INTERIOR PRODUCTS |
| Registration Number: | 3528374 | ONE SOURCE 1 ONE SOLUTION |
| Registration Number: | 3307379 | CUTTING EDGE |
| Registration Number: | 3155191 | WEATHER OR NOT |

OP \$590.00 3990794

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| Registration Number: | 3245764 | T TRI-BUILT |
| Registration Number: | 3149158 | MATERIAL REWARDS |
| Registration Number: | 2912272 | ALLIED BUILDING PRODUCTS CORP. |
| Serial Number: | 86897254 | ALLIED EDGE |
| Serial Number: | 86897235 | ALLIED EDGE |

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 Allied Agt |
| NAME OF SUBMITTER: | Rachel Klein |
| SIGNATURE: | /RACHEL KLEIN/ |
| DATE SIGNED: | 01/02/2018 |

Total Attachments: 8

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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 Allied Building Products Corp., a New Jersey 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.

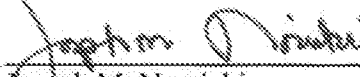
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

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.

Allied Building Products Corp., as Grantor

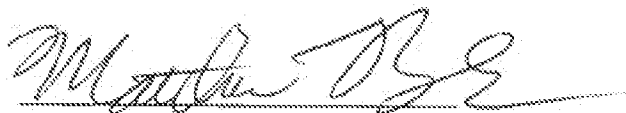
By: 
Name: Joseph M. Nowicki
Title: Executive Vice President, Chief
Financial Officer and Treasurer

[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]






{3684083}

Schedule A

to

Trademark Security Agreement

| | OWNER | MARK | Identification No. | Status Date | Status |
|-----|--|--|-------------------------------|--------------------|---------------|
| 1. | Allied Building Products Corp. (New Jersey) | ALLIED EDGE | Application No. 86/897,254 | 02/04/16 | Pending |
| 2. | Allied Building Products Corp. (New Jersey) | TRI-BUILT | Registration No. 3,990,794 | 07/05/11 | Registered |
| 3. | Allied Building Products Corp. (New Jersey) | ALLIED BUILDING PRODUCTS CORP. | Registration No. 4,119,942 | 04/03/12 | Registered |
| 4. | Allied Building Products Corp. (New Jersey) | CUTTING EDGE | Registration No. 3,792,064 | 05/25/10 | Registered |
| 5. | Allied Building Products Corp. (New Jersey) | ALLIED BUILDING PRODUCTS CORP. | Registration No. 4,023,161 | 09/06/11 | Registered |
| 6. | Allied Building Products Corp. (New Jersey) | CUTTINGEDGE  | Registration No. 3,318,346 | 10/23/07 | Registered |
| 7. | Allied Building Products Corp. (New Jersey) | CUTTINGEDGE | Registration No. 3,329,479 | 11/06/07 | Registered |
| 8. | Allied Building Products Corp. (New Jersey) | AIRFLO | Registration No. 3,056,622 | 01/31/06 | Registered |
| 9. | Allied Building Products Corp. (New Jersey) | TRI-BUILT | Registration No. 3,149,271 | 09/26/06 | Registered |
| 10. | Allied Building Products Corp. (New Jersey) | CUTTINGEDGE | Registration No. 2,918,668 | 01/18/05 | Registered |
| 11. | Allied Building Products Corp. (New Jersey) | TRI-BUILT | Registration No. 2,929,455 | 03/01/05 | Registered |
| 12. | Allied Building | ALLIED | Registration No. | 04/01/03 | Registered |

| | OWNER | MARK | Identification No. | Status Date | Status |
|-----|--|--|-------------------------------|-------------|------------|
| | Products Corp. (New Jersey) |  | 2,701,606 | | |
| 13. | Allied Building Products Corp (New Jersey). | ALLIED EDGE  | Application No. 86/897,235 | 02/04/16 | Pending |
| 14. | Allied Building Products Corp (New Jersey). | TRI-BUILT | Registration No. 4,806,569 | 09/08/15 | Registered |
| 15. | Allied Building Products Corp (New Jersey). | TRI-BUILT MATERIALS GROUP | Registration No. 4,016,421 | 08/23/11 | Registered |
| 16. | Allied Building Products Corp (New Jersey). | ALLIED  | Registration No. 4,119,941 | 04/03/12 | Registered |
| 17. | Allied Building Products Corp (New Jersey). | ALLIED INTERIOR PRODUCTS | Registration No. 4,060,412 | 11/22/11 | Registered |
| 18. | Allied Building Products Corp (New Jersey). | ONE SOURCE 1 ONE SOLUTION  | Registration No. 3,528,374 | 11/04/08 | Registered |
| 19. | Allied Building Products Corp (New Jersey). | CUTTING EDGE | Registration No. 3,307,379 | 10/09/07 | Registered |
| 20. | Allied Building Products Corp (New Jersey). | WEATHER OR NOT | Registration No. 3,155,191 | 10/10/06 | Registered |
| 21. | Allied Building Products Corp (New Jersey). | T TRI-BUILT  | Registration No. 3,245,764 | 05/29/07 | Registered |
| 22. | Allied Building Products Corp (New Jersey). | MATERIAL REWARDS | Registration No. 3,149,158 | 09/26/06 | Registered |
| 23. | Allied Building Products Corp (New Jersey). | ALLIED BUILDING PRODUCTS CORP. | Registration No. 2,912,272 | 12/21/04 | Registered |

[[3684083]]

TRADEMARK
REEL: 006240 FRAME: 0651

Schedule B
to
Trademark Security Agreement

None.

[[3684083]]

RECORDED: 01/02/2018

**TRADEMARK
REEL: 006240 FRAME: 0652**