

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GYP SUM MANAGEMENT AND SUPPLY, INC.		06/01/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as Collateral Agent		
Street Address:	1 Boston Place		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Bank: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4952704	CABLE VIPER	
Registration Number:	4952753	CABLE VIPER	
Registration Number:	2527622	KK KEMPF COMPANY	
Serial Number:	87746569	CAPITOL INTERIOR PRODUCTS, INC.	
Serial Number:	87779485	SOUTHWEST BUILDING MATERIALS, LTD.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	F177360		
NAME OF SUBMITTER:	Sonya Jackman		

OP \$140.00 4952704

SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	06/04/2018
Total Attachments: 9 source=GMS - 2018 - ABL IP Security Supplement (Executed)#page2.tif source=GMS - 2018 - ABL IP Security Supplement (Executed)#page3.tif source=GMS - 2018 - ABL IP Security Supplement (Executed)#page4.tif source=GMS - 2018 - ABL IP Security Supplement (Executed)#page5.tif source=GMS - 2018 - ABL IP Security Supplement (Executed)#page6.tif source=GMS - 2018 - ABL IP Security Supplement (Executed)#page7.tif source=GMS - 2018 - ABL IP Security Supplement (Executed)#page8.tif source=GMS - 2018 - ABL IP Security Supplement (Executed)#page9.tif source=GMS - 2018 - ABL IP Security Supplement (Executed)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “**IP Security Agreement Supplement**”) dated as of June 1, 2018, is among the Person listed on the signature page hereof (the “**Grantor**”) and Wells Fargo Bank, N.A., as collateral agent (the “**Collateral Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GYP Holdings III Corp., a Delaware corporation, has entered into a ABL Credit Agreement dated as of April 1, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Credit Agreement**”), with GYP Holdings II Corp., a Delaware corporation, the other borrowers from time to time party thereto, each Lender from time to time party thereto, Wells Fargo Bank, N.A., as Administrative Agent and as Collateral Agent, and the L/C Issuers referred to therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain ABL Security Agreement dated as of April 1, 2014 among the Grantor, such other Persons and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Security Agreement**”) and that certain Intellectual Property Security Agreement dated as of April 1, 2014 among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “**Additional Collateral**”):

(i) the patents and patent applications set forth in Schedule A hereto;

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under

applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) the copyright registrations set forth in Schedule C hereto;

(iv) the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and/or all of the foregoing or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for ABL Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment and performance of all ABL Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended

and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing ABL Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, 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.

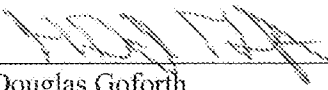
SECTION 7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Lead Borrower at the Lead Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 8. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GYPSUM MANAGEMENT AND SUPPLY, INC.

By: 
Name: H. Douglas Goforth
Title: Vice President, Chief Financial Officer &
Treasurer

[Signature Page to ABL IP Security Agreement Supplement]

TRADEMARK
REEL: 006342 FRAME: 0348


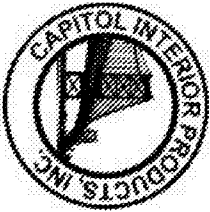
PATENT AND PATENT APPICATIONS

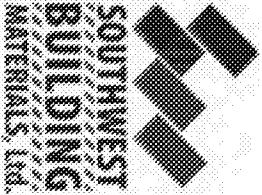

None.

Schedule B

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor: Gypsum Management and Supply, Inc.

Trademark	Country	Application Number	Application Filing Date	Registration Number	Registration Date
Cable Viper CABLE VIPER	US	86/547,911	27-Feb-2015	4952704	3-May-2016
Cable Viper 	US	86/561,975	12-March-2015	4952753	3-May-2016
Capitol Interior Products, Inc. 	US	87/746,569	08-Jan-2018	Pending	N/A
Southwest Building Materials, LTD.	US	87/779,485	01-Feb-2018	Pending	N/A

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
 KK Kempf Company	US	78/033,289	01-Nov-2000	2527622	08-Jan-2002
					

REGISTERED COPYRIGHTS

None.

EXECUTED COPYRIGHT LICENSES

None.