

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Administrative Agent		08/13/2018	State Chartered Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	FBM CANADA GSD, INC. (f/k/a WINROC-SPI CORPORATION)		
Street Address:	2552 Walnut Avenue		
Internal Address:	Suite 160		
City:	Tustin		
State/Country:	CALIFORNIA		
Postal Code:	92780		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2234931	ALLROC	
Registration Number:	4706070	PROLINE PLUS	
Registration Number:	4460814	PROLINE PLUS	
Registration Number:	2207560	WINROC	
Serial Number:	86343244	WINROC-SPI	
Serial Number:	86343307	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:	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		

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SIGNATURE:	/gdg/
DATE SIGNED:	08/14/2018
Total Attachments: 8 source=FBM - Release of Security Interest In Intellectual Property (Canadian NY Law) [Executed]#page1.tif source=FBM - Release of Security Interest In Intellectual Property (Canadian NY Law) [Executed]#page2.tif source=FBM - Release of Security Interest In Intellectual Property (Canadian NY Law) [Executed]#page3.tif source=FBM - Release of Security Interest In Intellectual Property (Canadian NY Law) [Executed]#page4.tif source=FBM - Release of Security Interest In Intellectual Property (Canadian NY Law) [Executed]#page5.tif source=FBM - Release of Security Interest In Intellectual Property (Canadian NY Law) [Executed]#page6.tif source=FBM - Release of Security Interest In Intellectual Property (Canadian NY Law) [Executed]#page7.tif source=FBM - Release of Security Interest In Intellectual Property (Canadian NY Law) [Executed]#page8.tif	

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY RIGHTS**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (this "Release"), dated as of August 13, 2018, is made by Goldman Sachs Bank USA, as administrative agent (in such capacity, "Administrative Agent"), in favor of FBM CANADA GSD, INC. (f/k/a WINROC-SPI CORPORATION) and FBM CANADA SPI, INC (f/k/a 1974303 ALBERTA LTD.) (collectively, the "Grantors"), as follows:

WITNESSETH:

WHEREAS, reference is made to the ABL Credit Agreement dated as of August 9, 2016 (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the FBM Alpha LLC (f/k/a LSF9 CYPRESS PARENT LLC) ("Holdings"), Foundation Building Materials Holding Company LLC (f/k/a FBM Beta LLC (f/k/a LSF9 Cypress Holdings LLC)) (the "Initial Borrower"), certain subsidiaries of Holdings party thereto (together with the Initial Borrower, the "Borrowers"), 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;

WHEREAS, pursuant to the Canadian NY Law Guarantee and Collateral Agreement, a lien on and security interest in (the "Security Interest") certain collateral, including the IP Collateral (as hereinafter defined), was granted by Grantors to the Administrative Agent; and for the purpose of recording such Security Interest with respect to the IP Collateral with the United States Patent and Trademark Office, the Grantors entered into that certain ABL Intellectual Property Security Agreement dated as of August 9, 2016, (the "IP Security Agreement"), in favor of the Administrative Agent;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 19, 2016 at Reel 5859, Frame 0937 and on September 1, 2016 at Reel 5867, Frame 0636; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the IP Collateral listed on Schedules 1-3 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby agrees as follows:

1. Definitions. The term "IP Collateral," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the Copyrights, Trademarks, and Patents listed on Schedules 1-3 hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement and IP Security Agreement, as applicable.

2. Release of Security Interest. Administrative Agent, without recourse, representation or warranty and at the Grantors' sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of Grantors, and their successors and assigns to the IP Collateral, its lien on and security interest in and to the IP

Collateral, and any and all right, title and interest of the Administrative Agent in, to and under the IP Collateral shall hereby terminate, cease and become void.

3. Recordation. Grantors authorize and request that the Commissioner for Trademarks record this Release.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.

5. Further Assurances. From time to time after the date hereof, upon Grantors' reasonable request, or upon the reasonable request of Grantors' successors, assigns or other legal representatives, Administrative Agent agrees to provide Grantors or their successors, assigns or other legal representatives with any information and additional authorization and documentation necessary to more fully and effectively effect the release of Administrative Agent's security interest in the IP Collateral (without recourse, representation or warranty and at Grantors' sole cost and expense).

6. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property Rights by its duly authorized officer as of the date first above written.

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 

Name:

Title:

Douglas Tansey
Authorized Signatory

[Signature Page to Release of Security Interest in Intellectual Property Rights - Canadian Loan Parties]

TRADEMARK
REEL: 006412 FRAME: 0693



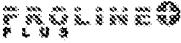
SCHEDULE 1


COPYRIGHT REGISTRATIONS

None.

SCHEDULE 2

TRADEMARK REGISTRATIONS

<u>Lean Party</u>	<u>Title</u>	<u>Filing Date/Issue & Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Winroc-SPI Corporation	WINROC		Registered	2267560
Winroc-SPI Corporation	WINROC-SPI (word)		Pending In-Use	TMA835808 (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	TMA628656 (Canada) 2267560 (USA)
Winroc-SPI Corporation	Winroc (design) 		Registered	TMA628406 (Canada)
Winroc-SPI Corporation	PROLINE PLUS (word)		Registered	TMA833073 (Canada) 4706070 (USA)
Winroc-SPI Corporation	Proline Plus (design) 		Registered	TMA853075 (Canada) 4460814 (USA)
Winroc-SPI Corporation	ALLFRO		Registered	TMA435614 (Canada)

<u>Lean Party</u>	<u>Title</u>	<u>Filing Date/Issue Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Winroc-SPI Corporation	ALLROC (word)		Registered	TMA818649(Canada) a)2134931 (USA)
Winroc-SPI Corporation	Allroc (design) 		Registered	TMA 636,511 (Canada)
Winroc-SPI Corporation	FACKOURY'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	
197463 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>
Allrocdtd.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	2/22/2011	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

SCHEDULE 3

PATENT REGISTRATIONS

None.