

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Roofing Supply, Inc.		12/31/2018	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:	5605826	DEALER PRO+	
Registration Number:	5600499	DEALER PRO+	
Registration Number:	5586254	BEACON	
Registration Number:	5586179	BEACON STORM+	
Registration Number:	5586026	BEACON 3D+	
Registration Number:	5586025		
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	38766-30100		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	01/15/2019		

CH \$165.00 5605826

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 31, 2018 is entered into by and among Beacon Roofing Supply, 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 Beacon Sales Acquisition, Inc., the Grantor, as Borrower, certain Subsidiaries of the Grantor 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 Grantor subject to the terms and conditions set forth in the Credit Agreement, dated as of the date hereof by and among the Grantor, 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 Grantor 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 ROOFING SUPPLY, INC., as Grantor

By:

Name: Joseph M. Nowicki

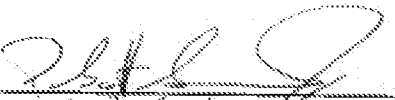
Title: Executive Vice President, Chief Financial
Officer and Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006524 FRAME: 0657

Agreed and Accepted as of the
date first written above.

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Scott Sambuck
Title: Managing Director & Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006524 FRAME: 0658

Schedule A

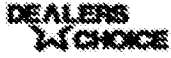
to

Trademark Security Agreement

U.S.

Word Mark	Serial Number	Reg. Number
DEALER PRO+	87837971	5605826
DEALER PRO+	87837949	5600499
BEACON	87866719	5586254
BEACON STORM+	87842354	5586179
BEACON 3D+	87837903	5586026
Design Only	87837884	5586025

Canada

Mark	Serial Number	Reg. Number
DEALERS CHOICE & Design 	1899782	
DEALERS CHOICE	1899781	

Schedule B
to
Trademark Security Agreement

None.

Signature Page to Trademark Security Agreement

238206247v.3

RECORDED: 01/15/2019

**TRADEMARK
REEL: 006524 FRAME: 0660**