

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A., as Administrative Agent		02/10/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BEACON ROOFING SUPPLY, INC.		
Street Address:	505 Huntmar Park Drive, Suite 300		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20170		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5413021	ROOFING & INSULATION SUPPLY	
Registration Number:	5413020	RIS INSULATION SUPPLY	
Registration Number:	5413019	RIS INSULATION SUPPLY	
Registration Number:	5413018	RIS ROOFING SUPPLY	
Registration Number:	5413017	RIS ROOFING SUPPLY	
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:	02/12/2021		

CH \$140.00 5413021

Total Attachments: 4

source=Beacon Partial Trademark Release (Citibank BRS) [Executed] 264672442_1#page1.tif

source=Beacon Partial Trademark Release (Citibank BRS) [Executed] 264672442_1#page2.tif

source=Beacon Partial Trademark Release (Citibank BRS) [Executed] 264672442_1#page3.tif

source=Beacon Partial Trademark Release (Citibank BRS) [Executed] 264672442_1#page4.tif

PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This Partial Release of Trademark Security Agreement (this "Partial Release") is made as of February 10, 2021, by CITIBANK, N.A., in its capacity as administrative agent (the "Administrative Agent"), with offices at 1615 Brett Road, Ops III, New Castle, DE 19721, for the benefit of BEACON ROOFING SUPPLY, INC., a Delaware corporation, having its chief executive office at 505 Huntmar Park Drive, Suite 300, Herndon, VA 20170 (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the TM Security Agreement (as defined herein).

W I T N E S S E T H:

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Trademark Security Agreement dated as of January 2, 2018 (the "TM Security Agreement"), pursuant to which the Grantor granted to the Administrative Agent for the benefit of the Secured Parties, among other collateral as set forth therein, a continuing security interest in all of the Grantor's right, title and interest, including goodwill in the Trademarks, in, to and under each Trademark, Trademark registration and Trademark application of the Grantor (the "Trademark Collateral"), including certain Trademarks set forth on Schedule I hereto (the "Released Trademarks" and, all such Trademark Collateral other than the Released Trademarks, the "Retained Collateral"), to secure payment, performance and observance of the obligations;

WHEREAS, the TM Security Agreement was recorded in the United States Patent and Trademark Office at Reel 6240 and Frame 0585 on January 2, 2018; and

WHEREAS, the Grantor has requested that the Administrative Agent release, and the Administrative Agent is willing to release the entirety of, subject to the terms hereof, its security interest solely with respect to the Released Trademarks.

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

1. The Administrative Agent does hereby terminate, release and discharge the entirety of any and all security interests granted under the TM Security Agreement that it may have in, to, and under the Released Trademarks.

Any right, title or interest of the Administrative Agent in such Released Trademarks shall hereby terminate, cease and become void. The Administrative Agent hereby assigns, transfers and conveys any and all right, title or interest of the Administrative Agent in such Released Trademarks to the Grantor.

2. This Partial Release is applicable only and solely with respect to the Released Trademarks and all other terms and conditions of the TM Security Agreement shall remain unaltered, unchanged, and in full force and effect with regard to the Retained Collateral. The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the TM Security Agreement with respect to all such Retained Collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.

3. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Grantor's sole cost and expense, as may be reasonably necessary to effect the release of the Released Trademarks contemplated hereby.


4. This Partial Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Partial Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Partial Release to be executed and delivered as of the date first written above.

CITIBANK, N.A.

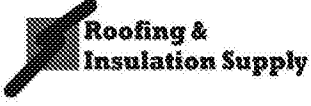


By:  _____

Name: Justin Tichauer

Title: Managing Director & Vice President

SCHEDULE I – Released Trademarks

U.S. Trademark Registrations and Applications

Country	Owner	Class(es)	Mark	App. No.	App. Date	Reg. No.	Reg. Date
United States	Beacon Roofing Supply, Inc.	35	(ROOFING & INSULATION SUPPLY & Square Des.) 	87/617,811	9/21/2017	5,413,021	2/27/2018
United States	Beacon Roofing Supply, Inc.	35	RIS INSULATION SUPPLY	87/617,664	9/21/2017	5,413,020	2/27/2018
United States	Beacon Roofing Supply, Inc.	35	(RIS INSULATION SUPPLY & Square Design) 	87/617,186	9/21/2017	5,413,019	2/27/2018
United States	Beacon Roofing Supply, Inc.	35	RIS ROOFING SUPPLY	87/617,157	9/21/2017	5,413,018	2/27/2018
United States	Beacon Roofing Supply, Inc.	35	(RIS ROOFING SUPPLY & Square Design) 	87/617,129	9/21/2017	5,413,017	2/27/2018