

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485884

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FBM ALPHA LLC		08/13/2018	Limited Liability Company: DELAWARE
FBM LOGISTICS, LLC		08/13/2018	Limited Liability Company: INDIANA
FOUNDATION BUILDING MATERIALS HOLDING COMPANY LLC		08/13/2018	Limited Liability Company: DELAWARE
Foundation Building Materials, LLC		08/13/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	Royal Bank Plaza, 200 Bay Street, 12th Floor South Tower
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5420976	FOUNDATION BUILDING MATERIALS
Registration Number:	5141074	FBM
Registration Number:	5141075	FBM
Registration Number:	5284081	PG BOARD TAF
Serial Number:	87890881	SPI
Serial Number:	87890865	SPI
Registration Number:	2080126	PROWALL
Registration Number:	2343950	PROSHAPE
Registration Number:	2181417	FOAMPREP
Registration Number:	2677093	GYPSUM SUPPLY CO.
Registration Number:	2677094	GSC GYPSUM SUPPLY CO.
Registration Number:	1271789	SPI SPECIALTY PRODUCTS AND INSULATION CO
Registration Number:	1279224	SPI SPECIALTY PRODUCTS AND INSULATION CO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1320113	SPECIALTY PRODUCTS AND INSULATION CO.
Registration Number:	2987664	ABSORPTION PLUS
Registration Number:	2391212	FIREPLUG
Registration Number:	2856278	FIRESTRIP
Registration Number:	2421444	HATS
Registration Number:	0939431	RIGIDFLEX
Registration Number:	3656665	SAFELITE

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/AG
DATE SIGNED:	08/13/2018

Total Attachments: 11
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TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 13, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FBM ALPHA LLC, a Delaware limited liability company (formerly known as LSF9 Cypress Parent, LLC) (including its permitted successors, “Holdings”) and FOUNDATION BUILDING MATERIALS HOLDING COMPANY LLC, a Delaware limited liability company (formerly known as FBM Beta LLC and LSF9 Cypress Holdings, LLC) (including its permitted successors, the “Borrower”) have entered into a Term Loan Credit Agreement, dated as of August 13, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Term Loan Guarantee and Collateral Agreement, dated as of August 13, 2018, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all exclusive Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1 (“Exclusive Copyright Licenses”);

(c) (i) all United States and state trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”); and

(d) (i) all United States patents, patent applications and patentable inventions, including each issued patent, industrial design, patent application and industrial design application identified in Schedule 3 (as such schedule may be amended from time to time), all certificates of invention or similar property rights, and all registrations thereof, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon (collectively, the “Patents”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Obligations are subject to the provisions of any applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of any applicable Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Obligations the provisions of the applicable Intercreditor Agreement shall prevail.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]


IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

FBM ALPHA LLC

FOUNDATION BUILDING MATERIALS
HOLDING COMPANY LLC

FOUNDATION BUILDING MATERIALS,
LLC

FBM LOGISTICS, LLC

By: 
Name: John J. Gorey
Title: Chief Financial Officer

COPYRIGHTS

None.

EXCLUSIVE COPYRIGHT LICENSES

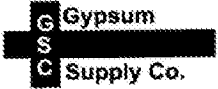
None.

TRADEMARKS

3. Trademarks, Trademark Applications and Trademark Licenses

Term Loan Credit Agreement and US Obligations under the ABL Credit Agreement:

Loan Party	Title	Acquired Entity or Former Subsidiary	Filing Date Issued Date	Status	Application Registration No.
Foundation Building Materials, LLC	FOUNDATION BUILDING MATERIALS	N/A	Mar. 13, 2018	Registered	5420976 (US)
			July 15, 2016	Applied	1791605 (CN)
Foundation Building Materials, LLC	FBM	N/A	Feb. 14, 2017	Registered	5141074 (US)
			July 15, 2016	Applied	1791604 (CN)
Foundation Building Materials, LLC	(stylized and/or with design)	N/A	Feb. 14, 2017	Registered	5141075
Foundation Building Materials, LLC	(stylized with design)	N/A	July 15, 2016	Published	1791598 (CN)
Foundation Building Materials, LLC		N/A	N/A	Unregistered Trademark & Service Logo	N/A
Foundation Building Materials, LLC	PG Board TAF	N/A	Sept. 12, 2017	Registered	5284081 (US)
Foundation Building Materials, LLC	SPI	N/A	Apr. 24, 2018	Applied	87890865 (US)
Foundation Building Materials, LLC	SPI	N/A	Apr. 24, 2018	Applied	87890881 (US)
Foundation Building Materials, LLC	PROWALL	Great Western Building Materials, Inc.	July 15, 1997	Registered	2080126

Loan Party	Title	Acquired Entity or Former Subsidiary	Filing Date Issued Date	Status	Application Registration No.
Foundation Building Materials, LLC	PROSHAPE	Great Western Building Materials, Inc.	Apr. 18, 2000	Registered	2343950
Foundation Building Materials, LLC	FOAMPREP	ProWall Building Products, Inc.	Aug. 11, 1998	Registered	2181417
Foundation Building Materials, LLC	GYPSUM SUPPLY CO.	FBM Gypsum Supply of Illinois LLC	Jan. 21, 2003	Registered	2677093
Foundation Building Materials, LLC	 Gypsum Supply Co.	FBM Gypsum Supply of Illinois LLC	Jan. 21, 2003	Registered	2677094
Foundation Building Materials, LLC		FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	Mar. 27, 1984	Registered	1271789
Foundation Building Materials, LLC	SPI Specialty Products & Insulation Co.	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	May 22, 1984	Registered	1279224
Foundation Building Materials, LLC	SPI SPECIALTY PRODUCTS AND INSULATION CO.	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	Aug. 23, 2005	Registered	1320113
Foundation Building Materials, LLC	ABSORPTION PLUS	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	Aug. 23, 2005	Registered	2987664
Foundation Building Materials, LLC	FIREPLUG	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	Oct. 3, 2000	Registered	2391212
Foundation Building Materials, LLC	FIRESTRIP	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	June 22, 2004	Registered	2856278
Foundation Building Materials, LLC	HATS	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	Jan. 16, 2001	Registered	2421444
Foundation Building Materials, LLC	RIGIDFLEX	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	Aug. 1, 1972	Registered	939431
Foundation Building Materials, LLC	SAFELITE	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	July 21, 2009	Registered	3656665

Loan Party	Title	Acquired Entity or Former Subsidiary	Filing Date Issued Date	Status	Application Registration No.
Foundation Building Materials, LLC	INTERNATIONAL TECHNIFAB	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (WY)	2010-00578855
Foundation Building Materials, LLC	WINROC	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (WY)	2011-000595401
Foundation Building Materials, LLC	SPI	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (WY) Reg. (LA)	2011-000595400 62-6944
Foundation Building Materials, LLC	WINROC-SPI	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (WY) Reg. (LA) Reg. (NE) Reg. (ND)	2011-000657791 64-9580 10188398 36159600
Foundation Building Materials, LLC	SPECIALTY PRODUCTS & INSULATION	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (WY) Reg. (LA)	2011-000596196 62-6939
Foundation Building Materials, LLC	Paragon Pacific SPI	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (ID) & Common Law Mark	D135856
Foundation Building Materials, LLC	PARAGON PACIFIC INSULATION	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (ID) & Common Law Mark	D135856
Foundation Building Materials, LLC	PRESNELL INSULATION CO. INC.	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (NC)	0117557
Foundation Building Materials, LLC	ABACUS	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (GA) & Common Law Mark	N/A
Foundation Building Materials, LLC	CONSTRUCTION SYSTEMS	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (TX) & Common Law Mark	N/A

Loan Party	Title	Acquired Entity or Former Subsidiary	Filing Date Issued Date	Status	Application Registration No.
Foundation Building Materials, LLC	CSI	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (TX) & Common Law Mark	N/A
Foundation Building Materials, LLC	EXTOL OF TEXAS	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (TX) & Common Law Mark	107852100
Foundation Building Materials, LLC	MULLIGAN	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (TX) & Common Law Mark	N/A
Foundation Building Materials, LLC	PAMROD PRODUCTS	FBM Galaxy, Inc. (f/k/a Superior Plus Construction Products Corp.)	N/A	Reg. (TX) & Common Law Mark	N/A

Schedule 3

PATENTS

Loan Party	Title	Preceding Party	Filing Date Issued Date	Status	Registration No.
Foundation Building Materials, LLC	Drywall Retaining Device	Home Acres Building Supply Co. LLC	June 9, 2009	Registered	7,543,789
Foundation Building Materials, LLC	Prefabricated Fixture Protection Cover and Assembly and Method of Use Thereof	FBM Galaxy, Inc. f/k/a Superior Plus Construction Products Corp.	December 8, 2009	Registered	7,627,999