

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millard Lumber Inc.		01/16/2019	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	2200 Ross Avenue		
Internal Address:	9th Floor, TX1-2921		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4755140	MORE THAN LUMBER	
Registration Number:	3598376	YOUR SHADE OF GREEN	
Registration Number:	3661768	YOUR SHADE OF GREEN	
Registration Number:	3377365	TURNKEY MILLARD LUMBER INC.	
Registration Number:	3347119	MILLARD LUMBER INC.	
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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	136135.00020		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		

OP \$140.00 4755140

DATE SIGNED:	01/17/2019
---------------------	------------

Total Attachments: 4

source=01.17.19 FINAL - Millard Trademark Security Agreement#page1.tif

source=01.17.19 FINAL - Millard Trademark Security Agreement#page2.tif

source=01.17.19 FINAL - Millard Trademark Security Agreement#page3.tif

source=01.17.19 FINAL - Millard Trademark Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time, this “Agreement”), dated as of January 16, 2019, is entered into by and between MILLARD LUMBER INC., a Nebraska corporation (the “Grantor”) and JPMORGAN CHASE BANK, N.A., as Lender under the below-defined Credit Agreement (in such capacity, together with its successors and assigns in such capacity, the “Lender”).

WHEREAS, Grantor has adopted, used and is using, and holds all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for with the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Grantor has entered into that certain Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of the date hereof, among Grantor, the other Loan Parties signatory thereto and Lender; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement (as defined in the Credit Agreement), Grantor has assigned to the Lender and granted to the Lender for the benefit of the Lender and the other Secured Parties (as defined in the Credit Agreement) a continuing security interest in, among other assets, all right, title and interest of Grantor in, to and under the Trademarks (as defined in the Security Agreement), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Trademark Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Lender, and grants to the Lender for the benefit of the Lender and the other Secured Parties, a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of each of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

MILLARD LUMBER INC.

By: 

Name: G. Richard Russell

Title: President & CEO

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006528 FRAME: 0666

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

MILLARD LUMBER INC.


By: _____

Name:

Title:

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Christy L. West

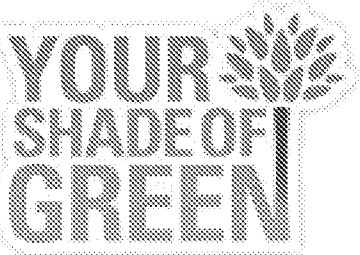
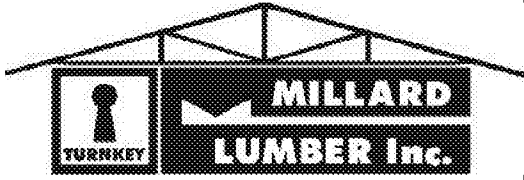

Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006528 FRAME: 0667

SCHEDULE A

TRADEMARKS

Trademark	Registration No.	Registration Date
More Than Lumber	4755140	June 16, 2015
	3598376	March 31, 2009
Your Shade of Green	3661768	July 28, 2009
	3377365	February 5, 2008
	3347119	December 4, 2007