

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445880

| | | | |
|---|---|--|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ACME CONSTRUCTION SUPPLY CO., INC. | | 08/22/2016 | Corporation: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | MB Financial Bank, N.A. | | |
| Street Address: | 6111 N. River Road | | |
| Internal Address: | 3rd Floor | | |
| City: | Rosemont | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60018 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2346893 | NIGHT OWL ACME CONSTRUCTION SUPPLY, INC. | |
| Registration Number: | 2359740 | TOOL RUNNER ACME CONSTRUCTION SUPPLY, IN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3126095005 | | |
| <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: | 312-609-7798 | | |
| Email: | ablekhman@vedderprice.com | | |
| Correspondent Name: | Aida Blekhman | | |
| Address Line 1: | VEDDER PRICE P.C. | | |
| Address Line 2: | 222 N. LaSalle Street, 25th Floor | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 47824.00.0008 | | |
| NAME OF SUBMITTER: | Aida Blekhman | | |
| SIGNATURE: | /Aida Blekhman/ | | |
| DATE SIGNED: | 10/04/2017 | | |
| Total Attachments: 4 | | | |
| source=ACME TO MB financial security#page1.tif | | | |

CH \$65.00 2346893

source=ACME TO MB financial security#page2.tif
source=ACME TO MB financial security#page3.tif
source=ACME TO MB financial security#page4.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, ACME CONSTRUCTION SUPPLY CO., INC., an Oregon corporation ("Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, in each case set forth on Schedule A attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of August 22, 2016, between the Grantor and the Grantee (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, together with all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

(Signature Page to Grant of Security Interest in Trademarks and Patents)

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

ACME CONSTRUCTION SUPPLY CO., INC.,
an Oregon corporation

By: 

Name: Jordan R. Bader

Title: President

(Signature Page to Grant of Security Interest in Trademarks and Patents)

GRANTEE:

MB FINANCIAL BANK, N.A.

By:  _____

Name: Raphael Shin

Title: Senior Vice President

Schedule A - Trademarks

| Country | Trademark | Registration # | Issue Date | Owner |
|--------------------------|-------------|----------------|---------------|------------------------------------|
| United States of America | NIGHT OWL | 2,346,893 | May 2, 2000 | Acme Construction Supply Co., Inc. |
| United States of America | TOOL RUNNER | 2,359,740 | June 20, 2000 | Acme Construction Supply Co., Inc. |

SAN FRANCISCO#37265.3