

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480313

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in trademarks recorded at R/F 5935/0759

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Agent		07/02/2018	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Morrison Supply Company, LLC
Street Address:	311 E. Vickery Blvd
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76104
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4658880	SWIFTAIRE
Registration Number:	4658881	SWIFTAIRE
Registration Number:	4548378	SWIFTAIRE
Registration Number:	4548358	
Registration Number:	4544011	SWIFTAIRE
Registration Number:	4580564	GEMLINE
Registration Number:	4278230	MORRISON SUPPLY COMPANY
Registration Number:	4278232	MORRISON
Registration Number:	4278231	MORRISON SUPPLY
Registration Number:	4403919	MORSCO
Registration Number:	3432864	KIVA KITCHEN & BATH
Registration Number:	4762115	YOUR LOCAL CONTRACTOR SUPPLY SOURCE
Registration Number:	4787200	MORSCO
Registration Number:	4783236	EXPRESSIONS HOME GALLERY
Registration Number:	5021661	EXPRESSIONS HOME GALLERY
Registration Number:	5018029	INHOTWATER
Registration Number:	5018028	INHOTWATER

OP \$440.00 4658880

CORRESPONDENCE DATA**Fax Number:** 2127514864*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:** 212-906-1216**Email:** angela.amaru@lw.com**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru**Address Line 1:** 885 Third Avenue**Address Line 4:** New York, NEW YORK 76104**ATTORNEY DOCKET NUMBER:** 039269-0463**NAME OF SUBMITTER:** Angela M. Amaru**SIGNATURE:** /S/ Angela M. Amaru**DATE SIGNED:** 07/02/2018**Total Attachments: 5**

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 2, 2018, is from Barclays Bank PLC, in its capacity as administrative agent and collateral agent for the Secured Parties (the "Agent") to Morrison Supply Company, LLC, a North Carolina limited liability company (the "Grantor"). Capitalized terms used herein and not otherwise defined have the meanings specified in the Guaranty and Security Agreement or the Term Loan Agreement, as applicable.

WITNESSETH:

WHEREAS, the Term Loan Lenders (as defined below) extended credit to MORSCO, Inc. pursuant to that certain Term Loan Agreement, dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Term Loan Agreement"), by and among MORSCO, Inc., Patriot Supply Intermediate, Inc., the lenders from time to time party thereto (the "Term Loan Lenders"), the Agent and the joint lead arrangers and joint bookrunners party thereto;

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among the Grantor, the other grantors party thereto and the Agent, the Grantor granted a security interest to the Agent in certain collateral;

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor entered into that certain Term Loan Intellectual Property Security Agreement, dated as of October 31, 2016, by and among the Grantor, Fortiline, LLC and the Agent (the "Trademark Security Agreement"), pursuant to which the Grantor, by reference to the Guaranty and Security Agreement, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title to and interest in, all of the following assets, whether then owned by or owing to, or thereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "Released Collateral"): (a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability of such intent-to-use Trademark application under applicable Requirements of Law; and (b) to the extent not captured by the above, all Proceeds of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 6, 2016 at Reel 5935 and Frame 0759;

WHEREAS, the Agent acknowledges full payment or performance, as the case may be, of the Secured Obligations, and accordingly, the Agent now desires to terminate and release the entirety of its security interest in the Released Collateral;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Agent hereby (i) terminates, cancels, releases, and discharges its security interest in the Released Collateral and (ii) reassigns to the Grantor any and all right, title, or interest it may have in the Released Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Of Security Interest In Trademarks by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC, as Agent

By: Robert Walsh
Name:
Title: **Robert Walsh**
Assistant Vice President


[Signature Page to Trademark Release (Morrison Supply Company, LLC)]

TRADEMARK
REEL: 006405 FRAME: 0266

Schedule I

U.S. TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Reg. No.</u>
Morrison Supply Company, LLC	SWIFTAIRE	4658880
Morrison Supply Company, LLC	SWIFTAIRE 	4658881
Morrison Supply Company, LLC	SWIFTAIRE 	4548378
Morrison Supply Company, LLC	<i>Design Only</i> 	4548358
Morrison Supply Company, LLC	SWIFTAIRE SWIFTAIRE	4544011
Morrison Supply Company, LLC	GEMLINE GEMLINE	4580564
Morrison Supply Company, LLC	MORRISON SUPPLY COMPANY	4278230
Morrison Supply Company, LLC	MORRISON	4278232
Morrison Supply Company, LLC	MORRISON SUPPLY	4278231
Morrison Supply Company, LLC	MORSCO	4403919
Morrison Supply Company, LLC	KIV A KITCHEN & BATH	3432864
Morrison Supply Company, LLC	YOUR LOCAL CONTRACTOR SUPPLY SOURCE	4762115
Morrison Supply Company, LLC	MORSCO 	4787200
Morrison Supply Company, LLC	EXPRESSIONS HOME GALLERY 	4783236
Morrison Supply Company, LLC	EXPRESSIONS HOME GALLERY	5021661

Morrison Supply Company, LLC	INHOTWATER 	5018029
Morrison Supply Company, LLC	INHOTWATER	5018028