

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROCK WHITE COMPANY, LLC		01/04/2019	Limited Liability Company: WYOMING
STETSON BUILDING PRODUCTS, LLC		01/04/2019	Limited Liability Company: DELAWARE
CARTER-WATERS LLC		01/04/2019	Limited Liability Company: DELAWARE
WILLIAMS EQUIPMENT AND SUPPLY COMPANY		01/04/2019	Corporation: TENNESSEE
WILLIAMS EQUIPMENT AND SUPPLY COMPANY OF LOUISIANA		01/04/2019	Corporation: LOUISIANA
MASONPRO INC.		01/04/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	14241 Dallas Pkwy., Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3672253	MASONPRO	
Registration Number:	1751713	MASONPRO	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		

OP \$65.00 3672253

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1989.514
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	01/07/2019
Total Attachments: 7 source=CSG Trademark Security Agreement#page1.tif source=CSG Trademark Security Agreement#page2.tif source=CSG Trademark Security Agreement#page3.tif source=CSG Trademark Security Agreement#page4.tif source=CSG Trademark Security Agreement#page5.tif source=CSG Trademark Security Agreement#page6.tif source=CSG Trademark Security Agreement#page7.tif	

THIRD AMENDED AND RESTATED US TRADEMARK SECURITY AGREEMENT

This THIRD AMENDED AND RESTATED US TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this January 4, 2019, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **CONSTRUCTION SUPPLY ACQUISITION PARENT, LLC**, a Delaware limited liability company ("Parent"), **CONSTRUCTION SUPPLY ACQUISITION, LLC**, a Delaware limited liability company ("Intermediate Parent"), **BROCK WHITE COMPANY, LLC**, a Wyoming limited liability company ("Brock White US"), **BROCK WHITE CANADA COMPANY, LLC**, a Delaware limited liability company ("BW Canada"), **BORDER CONSTRUCTION SPECIALTIES, LLC**, a Delaware limited liability company ("Border"), **STETSON BUILDING PRODUCTS, LLC**, a Delaware limited liability company ("Stetson"), **SBP ACQUISITION, LLC**, an Iowa limited liability company ("SBP"), **CSG CORPORATE ACQUISITION, LLC**, formerly known as Carter-Waters Acquisition, LLC, a Delaware limited liability company ("Carter Parent"), **CW-MA HOLDINGS, INC.**, a Delaware corporation ("CW-MA"), **CARTER-WATERS LLC**, a Delaware limited liability company ("Carter"), **WILLIAMS EQUIPMENT AND SUPPLY COMPANY**, a Tennessee corporation ("Williams"), and **WILLIAMS EQUIPMENT AND SUPPLY COMPANY OF LOUISIANA**, a Louisiana corporation ("Williams La"), **MASONPRO INC.**, a Michigan corporation ("MasonPro"), **ALL-TEX SUPPLY, INC.**, a Texas corporation ("All-Tex"), **TITAN CONSTRUCTION SUPPLY, INC.**, a Nevada corporation ("Titan"; Intermediate Parent, Brock White US, BW Canada, Border, Stetson, SBP, Carter Parent, CW-MA, Carter, Williams, Williams La, MasonPro, All-Tex, and Titan are collectively referred to as the "US Borrowers" and are each individually referred to as a "US Borrower"), **BROCK WHITE CANADA ULC**, a British Columbia unlimited liability company ("Brock White Canada"), **RICHFORM HOLDINGS LTD.**, a British Columbia corporation ("Richform Holdings"), and **RICHFORM CONSTRUCTION SUPPLY COMPANY LIMITED**, a British Columbia corporation ("Richform Construction", Brock White Canada and Richform Holdings are collectively referred to as the "Canadian Borrowers" and are each individually referred to as a "Canadian Borrower"; US Borrowers and Canadian Borrowers are collectively referred to as the "Borrowers" and are each individually referred to as a "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain US Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (excluding US intent-to-use applications unless and until a statement of use or amendment to allege use shall have been filed with and accepted by the PTO) and Trademark Intellectual Property Licenses to which it is a party including the US Trademark registrations and applications referred to on Schedule I (expressly excluding any "intent to use" Trademarks);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security

Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give written notice, on or before the next Quarterly Update Date, with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

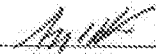
8. RESTATEMENT. This Trademark Security Agreement constitutes an amendment and restatement, in its entirety, of that certain Amended and Restated Trademark Security Agreement, dated as of June 30, 2017, by and among Brock White US, SBP and Carter (the "Original Trademark Security Agreement"). Each Grantor acknowledges that the the grants, pledges and collateral assignments of Liens and security interests made by each Grantor to the Agent for the benefit of the Lender Group and the Bank Product Providers in the Original Trademark Security Agreement, respectively, remain continuous, in full force and effect, and are reaffirmed hereby to secure the payment and performance of the Secured Obligations.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Third Amended and Restated Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

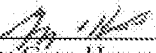
BROCK WHITE COMPANY, LLC

By: 
Name: Greg Hanson
Title: Assistant Secretary


STETSON BUILDING PRODUCTS, LLC

By: 
Name: Greg Hanson
Title: Assistant Secretary

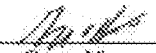
CARTER-WATERS LLC

By: 
Name: Greg Hanson
Title: Assistant Secretary


WILLIAMS EQUIPMENT AND SUPPLY COMPANY

By: 
Name: Greg Hanson
Title: Assistant Secretary

**WILLIAMS EQUIPMENT AND SUPPLY COMPANY
OF LOUISIANA**

By: 
Name: Greg Hanson
Title: Assistant Secretary


MASONPRO INC.

By: 
Name: Greg Hanson
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Robert R. Harris
Title: VP

SCHEDULE I
to
AMENDED AND RESTATED US TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Brock White Company, LLC	United States of America	BW SUPPLY	4172835	7/10/12
Brock White Company, LLC	United States of America	BW FORM RELEASE HQ	3539935	12/2/08
Brock White Company, LLC	United States of America	AGES	3880219	11/23/10
Brock White Company, LLC	United States of America	BROCK WHITE	3391139	3/4/08
Stetson Building Products, LLC	United States of America	STETSON	4944763	4/26/16
Carter-Waters LLC	United States of America	SATUROCK	0424604	10/15/46
Brock White Company, LLC	Canada	BW FORM RELEASE HQ	TMA739784	5/8/09
Brock White Company, LLC	Canada	REDICRETE	TMA733780	2/3/09
Brock White Company, LLC	Canada	BROCK WHITE	TMA728832	12/19/08
Williams Equipment & Supply Company of Louisiana	United States of America	WILLIAMS EQUIPMENT & SUPPLY OF LOUISIANA	87191711	Pending – Application filed 10/03/16
Williams Equipment & Supply Company	United States of America	WILLIAMS EQUIPMENT & SUPPLY	5326793	11/07/17
MASONPRO, INC.	United States of America	MASONPRO	3672253	08/25/09

MASONPRO, INC.	United States of America	MASONPRO	1751713	02/09/93
MASONPRO, INC.	Canada	MASONPRO	751686	10/30/2009

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