

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531210

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Core & Main LP		07/08/2019	Limited Partnership: FLORIDA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4486377	GEM LOCK
Registration Number:	5473976	WATERCITY
Registration Number:	5428437	ONLINE ADVANTAGE
Registration Number:	5547313	CORE & MAIN
Registration Number:	5556892	LOCAL KNOWLEDGE LOCAL EXPERIENCE LOCAL S
Registration Number:	5547283	CORE & MAIN
Registration Number:	3461922	POWERSCOPE

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Giselle Alvarado, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Giselle Alvarado
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SIGNATURE:	/Glselle Alvarado/
DATE SIGNED:	07/10/2019
Total Attachments: 5 source=Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks#page1.tif source=Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks#page2.tif source=Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks#page3.tif source=Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks#page4.tif source=Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks#page5.tif	

TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 8, 2019, made by Core & Main LP, a Florida limited partnership (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a United States national association, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Lender Joinder Agreement, dated as of the date hereof, in connection with the Term Loan Credit Agreement, dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement and the Lender Joinder Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower is a member of an affiliated group of companies that includes the Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a Term Loan Guarantee and Collateral Agreement, dated as of August 1, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement, Lender Joinder Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CORE & MAIN LP

By: 
Name: Mark R. Witkowski
Title: Vice President and Chief Financial Officer

[Signature Page to Term Loan Notice and Confirmation of
Security Interest in Trademarks – Core & Main LP]

TRADEMARK
REEL: 006690 FRAME: 0208

JPMORGAN CHASE BANK, N.A.,
as Agent

By: Peter S. Predun

Name:

Title:

Peter S. Predun
Executive Director

[Signature Page to Term Loan Notice and Confirmation of
Security Interest in Trademarks – Core & Main LP]

TRADEMARK
REEL: 006690 FRAME: 0209

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>
Core & Main LP	US	Gem Lock	Registered	4486377	4/4/2013	2/18/2014
Core & Main LP	US	Watercity	Registered	5473976	8/28/2017	5/22/2018
Core & Main LP	US	Online Advantage	Registered	5428437	8/28/2017	3/20/2018
Core & Main LP	US	Core & Main	Registered	5547313	8/17/2017	8/21/2018
Core & Main LP	US	Local Knowledge Local Experience Local Service, Nationwide	Registered	5556892	8/9/2017	9/4/2018
Core & Main LP	US	Core & Main	Registered	5547283	8/9/2017	8/21/2018
Core & Main LP	US	Powerscope	Registered	3461922	11/16/2007	7/8/2008