

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TODD PIPE & SUPPLY, LLC		10/11/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS US COLLATERAL AGENT		
Street Address:	4 CHASE METROTECH CENTER		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3858092	TODD PIPE & SUPPLY	
Registration Number:	3858128	TODD PIPE	
Registration Number:	3858130	TODDPIPE LEGENDARY SERVICE	
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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1141045		
NAME OF SUBMITTER:	Mariah Jo Kenna		
SIGNATURE:	/Mariah Jo Kenna/		
DATE SIGNED:	10/15/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of October 15, 2019 (this "Agreement"), between Todd Pipe & Supply, LLC, a California limited liability company (the "Grantor"), and JPMorgan Chase Bank, N.A. ("JPMCB"), as US Collateral Agent.

Reference is made to that certain (i) Syndicated Facility Agreement dated as of July 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Reece Limited (ACN 004 313 133), a public limited company organized under the laws of Australia ("Parent"), Reece International Pty Ltd (ACN 100 278 171), a limited liability company organized under the laws of Australia (the "Australian Borrower"), Hamilton Holdco, LLC, a limited liability company organized under the laws of Delaware (the "US Borrower"), the Lenders and the Issuing Banks from time to time party thereto, JPMCB, as Term Facility Administrative Agent and US Collateral Agent, and National Australia Bank Limited, as Revolving Facility Administrative Agent and Australian Collateral Agent and (ii) Supplement No. 1 dated as of October 11, 2019 (the "Supplement"), among Todd Pipe Holdings Inc., LegendMRO, LLC, the Grantor and JPMCB, as US Collateral Agent, to the US Guarantee and Collateral Agreement dated as of July 2, 2018 (the "US Collateral Agreement") among the Australian Borrower, the US Borrower, the Guarantors and Grantors party thereto and JPMCB, as US Collateral Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrowers and will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the US Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the US Collateral Agreement did, and hereby does, grant to the US Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and

all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the US Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the US Collateral Agent pursuant to the US Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the US Collateral Agent with respect to the Trademark Collateral are more fully set forth in the US Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the US Collateral Agreement, the terms of the US Collateral Agreement shall govern.

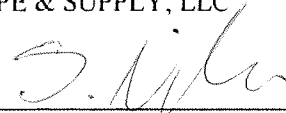
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

TODD PIPE & SUPPLY, LLC

By:



Name: Sasha Nikolic

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006771 FRAME: 0521

JPMORGAN CHASE BANK, N.A.,
as US Collateral Agent

By: 

Name: *Walter Davis*
Title: *M.D.*


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006771 FRAME: 0522

SCHEDULE I

Trademarks Owned by Todd Pipe & Supply, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TODD PIPE & SUPPLY	3858092	10/5/2010
TODD PIPE	3858128	10/5/2010
	3858130	10/5/2010