

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L & W Supply Corporation		10/31/2019	Corporation: DELAWARE
Mule-Hide Products Co., Inc.		10/31/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. Tryon St.		
Internal Address:	Mail Code NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88631155	L&W SUPPLY	
Registration Number:	5663143	AEROWEB	
Registration Number:	5639759	ECHO COLORWAY	
Registration Number:	5612947	SHAPESHIFT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/01/2019		

OP \$115.00 88631155

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. L & W Supply Corporation
2. Mule-Hide Products Co., Inc.

- Individual(s)
- Partnership
- Corporation- State: 1. DE; 2. TX
- Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 31, 2019

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 101 N. Tryon St., Mail Code NC1-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship
- Association Citizenship USA
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Elaine Carrera
Signature

October 31, 2019
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 31, 2019, by the undersigned (each, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent (in such capacity, the “**Administrative Agent**”) pursuant to the Second Amended and Restated Term Loan Credit Agreement, dated as of October 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among ABC Supply Holding Corp., a Delaware corporation, (“**Holdings**”), American Builders & Contractors Supply Co., Inc., a Delaware corporation, (the “**Borrower**”), the Guarantors from time to time party thereto, the Administrative Agent and the lenders from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantors are party to an Amended and Restated Term Loan Security Agreement dated as of October 31, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms of the Intercreditor

Agreements (as defined in the Credit Agreement). In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Intercreditor Agreements, the terms of the Intercreditor Agreements shall govern.

[Signature pages follow.]

L & W SUPPLY CORPORATION

By: 
Name: Todd M. Buehl
Title: Senior Vice President and Chief Financial Officer

MULE-HIDE PRODUCTS CO., INC.

By: 
Name: Todd M. Buehl
Title: Chief Financial Officer and Treasurer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: David R. Reed
Name:
Title:

[Trademark Security Agreement]

**TRADEMARK
REEL: 006785 FRAME: 0050**

Schedule I
Trademark Registrations and Use Applications

U.S. Trademarks and Applications:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	L&W Supply Corporation	L&W SUPPLY	88631155 09/25/2019	
2.	Mule-Hide Products Co., Inc.	AEROWEB	87954847 06/08/2018	5663143 01/22/2019
3.	Mule-Hide Products Co., Inc.	ECHO COLORWAY	87838411 03/17/2018	5639759 12/25/2018
4.	Mule-Hide Products Co., Inc.	SHAPESHIFT	87537444 07/21/2017	5612947 11/20/2018