

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SDI, Inc.		03/30/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	1600 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1963357	IN-PLANT STORE	
Registration Number:	2427906	IN-SITE	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	215.864.8352		
Email:	shorem@ballardspahr.com		
Correspondent Name:	Michael Shore		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Michael S. Shore		
SIGNATURE:	/Michael S. Shore/		
DATE SIGNED:	03/30/2020		
Total Attachments: 15			
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this “Agreement”) is made on the 30 day of March, 2020, by and among SDI, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania (“Grantor”), and PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, “Agent”) for itself and the financial institutions (collectively, the “Lenders” and each, a “Lender”) party to the Loan Agreement (as such term is defined below).

BACKGROUND

SDH NEW INTERMEDIATE HOLDCO, INC., a corporation organized under the laws of the State of Delaware (“SDH”), Grantor, and each Person joined thereto as a borrower from time to time (collectively, the “Borrowers”, and each a “Borrower”), STRATEGIC DISTRIBUTION (CANADA) HOLDINGS, INC., a corporation organized under the laws of the State of Delaware (“Canada Holdings”), STRATEGIC DISTRIBUTION (CANADA) COMPANY-STRATEGIC (CANADA), COMPAGNIE DE DISTRIBUTION, a Nova Scotia unlimited liability company (“SD Canada”), STRATEGIC DISTRIBUTION SERVICES DE MEXICO, SA DE CV, a company organized under the laws of the United Mexican States (“SD Services Mexico”), STRATEGIC DISTRIBUTION MARKETING DE MEXICO S.A. DE C.V., a company organized under the laws of the United Mexican States (“SD Marketing Mexico”), and each Person joined thereto as a guarantor from time to time (collectively, the “Guarantors”, and each a “Guarantor”), Lenders and Agent are parties to a Revolving Credit and Security Agreement dated as of the date hereof (as amended, modified and supplemented from time to time, the “Loan Agreement”), pursuant to which Agent and Lenders have agreed, subject to the terms and conditions contained therein, to provide certain financial accommodations to Borrower.

In order to induce Agent and Lenders to provide the financial accommodations described in the Loan Agreement, Grantor agreed to execute and deliver to Agent for the ratable benefit of each Lender this Agreement.

Pursuant to the terms of the Loan Agreement, Grantor has created in favor of Agent a security interest in, and Agent has become a secured creditor with respect to, the Collateral as hereinafter defined.

NOW, THEREFORE, in consideration of the premises, Grantor and Agent hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in or by reference to the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

“Collateral” shall have the meaning assigned to it in Section 2 of this Agreement.

“Licenses” shall mean the trademark license agreements of Grantor designated on Schedule I, as any of the same may from time to time be amended, modified or supplemented.

“Proceeds” shall have the meaning assigned to it under Section 9-102 (64) of the UCC, and under the PPSA, as applicable, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Grantor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Trademarks” shall mean, with respect to Grantor, the registered trademarks and pending applications shown under Grantor’s name in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office or in any similar office or agency of the United States, any State thereof, Canada, any Province thereof, or any other foreign country, all whether now owned or hereafter acquired by Grantor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Grantor hereby grants and conveys to Agent for the ratable benefit of each Lender a security interest in and to (i) the entire right, title and interest of Grantor in and to Grantor’s Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (ii) all of Grantor’s right, title and interest in, to and under the following:

(a) all Licenses;

(b) all Receivables, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and

(c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the “Collateral.” Notwithstanding the foregoing, “Collateral” shall specifically exclude the Excluded Property. Notwithstanding the foregoing, Grantor’s grant of security in trade-marks (as defined in the Trade-marks Act (Canada)) under this Agreement shall be limited to a grant by Grantor of a security interest in all of Grantor’s right, title and interest in such trade-marks.

3. Representations and Warranties. Grantor covenants and warrants that:

(a) To the best of Grantor's knowledge, Grantor's Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Grantor's knowledge, each of the Trademarks is valid and enforceable;

(c) To the best of Grantor's knowledge, there is no outstanding claim that the use of any of Grantor's Trademarks violates the rights of any third person;

(d) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of Grantor's Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons), except for the Licenses disclosed on Schedule I and liens in favor of Subordinated Note Agent securing the Subordinated Loan;

(e) Grantor has the right to enter into this Agreement and perform its terms;

(f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right of Inspection. Subject to paragraph 4.6 of the Loan Agreement, Grantor hereby grants to Agent, any Lender and their agents the right to visit Grantor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Grantor shall use its best efforts to do any and all acts required by Agent to ensure Grantor's compliance with paragraph 3(g) above.

5. New Trademarks.

(a) If, before the Obligations shall have been irrevocably paid in full, Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Grantor shall give Agent and each Lender prompt written notice thereof.

(b) Grantor grants Agent a power-of-attorney, irrevocable so long as the Loan Agreement is in existence or any Obligation remains outstanding, to modify this Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement. This power-of-attorney is coupled with an interest.

6. Covenants. Grantor covenants and agrees with Agent that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as may be necessary, or as may be required in writing by the Agent, as Agent may reasonably deem necessary in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC and/or the PPSA with respect to the liens and security interests granted hereby. Grantor also hereby authorizes Agent to file any such financing statement, financing change statement or continuation statement without the signature of Grantor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged to Agent, and shall be delivered to Agent.

(b) Maintenance of Trademarks. Grantor will not do any act, or omit to do any act, whereby any of Grantor's material Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall promptly notify Agent if it knows of any reason or has reason to know of any ground under which this result may occur. Grantor shall take appropriate action, as reasonably deemed appropriate by Grantor, at its expense to halt the infringement of Grantor's material Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

(c) Indemnification. (A) Grantor assumes all responsibility and liability arising from the use of the Trademarks, and Grantor hereby indemnifies and holds Agent and each Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Agent under any License for any sum owing thereunder, or to enforce any provisions of such License, Grantor will indemnify and keep Agent and each Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Agent or any Lender.

(d) Limitation of Liens on Collateral. Except with respect to Permitted Encumbrances, Grantor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral (other than Liens in favor of Subordinated Note Agent securing the Subordinated Loan), and will defend the right, title and interest of Agent in and to any of Grantor's rights under any License and to the Proceeds thereof against the claims and demands of all Persons whomever.

(e) Limitations on Modifications of Licenses. Grantor will not amend, modify, terminate or waive any provision of any material License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral.

(f) Notices. Grantor will advise Agent promptly, in reasonable detail, (i) of any lien or material claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. To the extent it is prohibited from doing so under the Loan Agreement, Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Agent.

(h) Exercise of Rights; Delivery of Notices. Grantor shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Agent a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

7. Agent's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Grantor, to do the following, subject to the Subordination Agreement:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquaintances and receipts for any and all moneys due and to become due under any License and, in the name of Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive

payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes; and (G) to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Agent or the Required Lender(s) may require in order to confirm this power of attorney, or which Agent or the Required Lender(s) may deem necessary to enforce any of the Agent's rights contained in this Agreement.

(c) The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for their own gross (not mere) negligence or willful misconduct.

(d) Grantor also authorizes Agent to execute, in connection with any sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor shall execute and deliver to Agent, in the form of Exhibit I, five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.

9. Performance by Collateral Agent of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Agent, in its discretion (or at the request of the Required Lender(s)), as provided for by the terms of this Agreement, performs or complies, or otherwise causes performance or compliance, with such agreement, the expenses of Agent incurred in connection with such performance or compliance shall be payable by Grantor to Agent on demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing, subject to the Subordination Agreement:

(i) All payments received by Grantor under or in connection with any of the Collateral shall be held by Grantor in trust for Agent and each Lender, shall be segregated

from other funds of Grantor and shall forthwith upon receipt by Grantor, be turned over to Agent, in the same form as received by Grantor (duly indorsed by Grantor to Agent, if required); and

(ii) Any and all such payments so received by Agent (whether from Grantor or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations.

(b) If any Event of Default shall occur and be continuing, Agent may exercise in addition to all other rights and remedies granted to Agent in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC, the PPSA and at law. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and each Lender are entitled. Grantor shall also be liable for the costs and reasonable fees of any attorneys employed by Agent and each Lender to collect any such deficiency and also as to any costs and reasonable attorneys' fees incurred by Agent and each Lender with respect to the collection of any of the Obligations and the enforcement of any of Agent's respective rights hereunder.

11. Termination. At such time as the Obligations are irrevocably satisfied in full and the Loan Agreement is irrevocably terminated, this Agreement shall terminate and Agent shall execute and deliver to Grantor, at Grantor's expense, all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Grantor full title to Grantor's Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

12. Notices. Any notice to Agent, any Lender or Grantor under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

13. No Waiver. No course of dealing between Grantor, Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Agent's and Lenders' rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, all future holders of the Obligations and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

18. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

20. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

21. Concerning Agent. The recitals of fact herein shall be taken as statements of Grantor for which Agent assumes no responsibility. Agent makes no representation to anyone as to the value of the Collateral or any part thereof or as to the validity, legality, perfection, priority or adequacy of the security afforded or intended to be afforded thereby or as to the validity, legality, effectiveness or sufficiency of this Agreement. Agent shall be protected in relying upon any notice, consent, request or other paper or document believed by it to be genuine and correct and to have been signed by a proper person. The permissive rights of Agent hereunder shall not be construed as duties of Agent. Agent shall be under no obligation to take any action toward the enforcement of this Agreement or rights or remedies in respect of any of the Collateral. Agent shall not be personally liable for any action taken or omitted by it in the absence of its gross negligence and willful misconduct.

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

SDI, INC., as Grantor

By: 


Name: Jeremy Jordan

Title: Treasurer and Secretary

[Signature Page to Trademark Collateral Security Agreement]

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

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Diane Shaak
Title: Senior Vice President

[Signature Page to Trademark Collateral Security Agreement]

SCHEDULE A

TRADEMARK	COUNTY	OWNER NAME	APPLICATION NO./DATE	PUBLICATION NO./DATE	REGISTRATION NO./DATE	STATUS NEXT RENEWAL
In-Plant Store	United States	SDI, Inc.	74/665,928 25-Apr-1995	26-Dec-1995	1,963,357 19-Mar-1996	Registered 19-Mar-2016
In-Site	United States	SDI, Inc.	75/615,365 05-Jan-1999	21-Nov-2000	2,427,906 13-Feb-2001	Registered 13-Feb-2021

SCHEDULE I
LICENSES

None.

Schedule I

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated: _____, 2020

SDI, INC., as Grantor

By: _____

Name:

Title:

Exhibit I

