

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657444

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL GRANT OF SECURITY INTEREST IN TRADEMARK
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACS Holdco LLC		06/01/2021	Limited Liability Company: DELAWARE
ACS C.C.M LLC		06/01/2021	Limited Liability Company: DELAWARE
Wholesale Supply LLC		06/01/2021	Limited Liability Company: MISSOURI
Consolidated Lumber Company LLC		06/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6373400	AMERICAN CONSTRUCTION SOURCE (ACS)
Registration Number:	6373401	ACS AMERICAN CONSTRUCTION SOURCE
Registration Number:	6373402	ACS AMERICAN CONSTRUCTION SOURCE
Registration Number:	4488326	MEEK'S
Registration Number:	4488330	
Registration Number:	4334562	M-PRO
Registration Number:	4070925	PROGUARD

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

TRADEMARK

Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Connecticut Ave., NW, Suite 712
Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1414256 ABL

NAME OF SUBMITTER: Christian Craft

SIGNATURE: /Christian Craft/

DATE SIGNED: 07/01/2021

Total Attachments: 7

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**ABL GRANT OF
SECURITY INTEREST IN TRADEMARK**

This ABL GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of July 1, 2021 (this “Agreement”), is made by each of the Grantors listed on the signature pages hereto (each, a “Grantor”), in favor of Barclays Bank PLC, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the ABL Credit Agreement, dated as of December 18, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among BCPE ULYSSES BUYERCO, INC., a Delaware corporation (“Holdings”), BCPE ULYSSES MERGER SUB, LLC, a Delaware limited liability company, and after giving effect to the Target Merger, LBM ACQUISITION, LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto, BARCLAYS BANK PLC, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the ABL Security Agreement, dated as of December 18, 2020 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Issuing Banks to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor or in which such Grantor has any right title or interest (collectively, the “Trademark Collateral”), 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, but excluding the Excluded Property.

- (i) the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof,
- (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this ABL Grant of Security Interest in Trademarks.

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 Trademark Collateral granted hereby are more fully set forth in 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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 or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

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

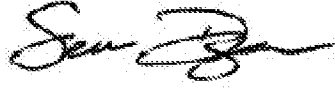
ACS Opco LLC, as Grantor
By: ACS Holdco LLC
Its: Sole Member

ACS C.C.M. LLC,
Wholesale Supply LLC, each as
Grantor
By: WLM Lumber LLC
Its: Sole Member

Consolidated Lumber
Company, LLC, as Grantor
By: ACS Opco LLC
Its: Sole Member

DocuSigned by:
By: 
Name: **Greg Gulden**
Title: **Chief Financial Officer**

BARCLAYS BANK PLC,
as the Collateral Agent

A handwritten signature in black ink, appearing to read "Sean Duggan", written in a cursive style.




By:
Name: Sean Duggan
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark]

TRADEMARK
REEL: 007343 FRAME: 0717

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Jurisdiction	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner of Record
AMERICAN CONSTRUCTION SOURCE (ACS)	United States of America	88125356	9/20/2018	6373400	06/01/2021	Registered	ACS Opco LLC
ACS AMERICAN CONSTRUCTION SOURCE	United States of America	88125367	9/20/2018	6373401	06/01/2021	Registered	ACS Opco LLC
ACS AMERICAN CONSTRUCTION SOURCE and Design	United States of America	88125370	9/20/2018	6373402	06/01/2021	Registered	ACS Opco LLC
 ACS AMERICAN CONSTRUCTION SOURCE							
MEEK'S and Design 	United States of America	86015077	7/19/2013	4488326	2/25/2014	Registered	ACS C.C.M. LLC
Design Only 	United States of America	86015199	7/19/2013	4488330	2/25/2014	Registered	ACS C.C.M. LLC
M-PRO	United States of America	85732834	9/19/2012	4334562	5/14/2013	Registered	ACS C.C.M. LLC
PROGUARD	United States of America	77560720	9/2/2008	4070925	12/13/2011	Registered	Wholesale Supply LLC

Mark	Jurisdiction	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner of Record
ABC ARROW CABINET GALLERY*	Wisconsin	20120001524	3/14/2012	20120001524	3/14/2012	Registered	Consolidated Lumber Company, LLC
ABC*	Wisconsin	20120001525	3/14/2012	20120001525	3/14/2012	Registered	Consolidated Lumber Company, LLC
ARROW BUILDINGS POST-FRAME CONSTRUCTION*	Wisconsin	20120001531	3/14/2012	20120001531	3/14/2012	Registered	Consolidated Lumber Company, LLC
ABC ARROW BUILDINGS POST- FRAME CONSTRUCTION*	Minnesota	474020200020	3/1/2012	474020200020	3/1/2012	Registered	Consolidated Lumber Company, LLC
ABC ARROW BUILDING CENTER*	Minnesota	474021300024	3/1/2012	474021300024	3/1/2012	Registered	Consolidated Lumber Company, LLC
ABC*	Minnesota	474042800026	3/1/2012	474042800026	3/1/2012	Registered	Consolidated Lumber Company, LLC
ABC*	Minnesota	474042800038	3/1/2012	474042800038	3/1/2012	Registered	Consolidated Lumber Company, LLC
ABC ARROW CABINET GALLERY*	Minnesota	474043700028	3/1/2012	474043700028	3/1/2012	Registered	Consolidated Lumber Company, LLC

Mark	Jurisdiction	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner of Record
ABC ARROW CABINET GALERY*	Minnesota	474043700030	3/1/2012	474043700030	3/1/2012	Registered	Consolidated Lumber Company, LLC
ARROW BUILDING CENTER	Wisconsin	20120001415	2/29/2012	20120001415	2/29/2012	Registered	Consolidated Lumber Company, LLC
ARROW BUILDING CENTER	Minnesota	3440	4/29/1968	3440	4/29/1968	Registered	Consolidated Lumber Company, LLC

TRADEMARK

REEL: 007343 FRAME: 0720

RECORDED: 07/01/2021