

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HPS Investment Partners, LLC		07/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACS C.C.M. LLC		
Street Address:	1311 E. Woodhurst Drive		
City:	Springfield		
State/Country:	MISSOURI		
Postal Code:	65804		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Wholesale Supply LLC		
Street Address:	1311 E. Woodhurst Drive		
City:	Springfield		
State/Country:	MISSOURI		
Postal Code:	65804		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4488330		
Registration Number:	4488326	MEEK'S	
Registration Number:	4334562	M-PRO	
Registration Number:	4070925	PROGUARD	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		

CH \$115.00 4488330

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 07/02/2021

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

Release of Security Interest in Trademarks, dated as of July 1, 2021 by HPS INVESTMENT PARTNERS, LLC, as collateral agent (“Releasor”) to ACS C.C.M. LLC and WHOLESale SUPPLY LLC (each individually, a “Releasee” and, collectively the “Releasees”).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of September 25, 2018 (the “Trademark Security Agreement”), recorded in the United States Patent and Trademark Office (“USPTO”) on September 25, 2018 under Reel/Frame 6444/0279, by Releasees to Releasor, each Releasee, as collateral security for the payment and performance in full of all the Secured Obligations, pledged and granted to Releasor 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 Trademarks and Trademark Intellectual Property Licenses to which the Releasees are a party, including those of each such Releasee listed on Schedule A hereto, and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the “Trademark Collateral”); and

WHEREAS, each Releasee has requested, and Releasor has agreed to execute, acknowledge and deliver, this Release of Security Interest in Trademarks to terminate the Trademark Security Agreement and confirm the release, relinquishment and discharge of its continuing security interest in, to and under the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to them in the Guaranty and Security Agreement (as defined in the Trademark Security Agreement).

SECTION 2. Release of Security Interest. Releasor hereby, without any representation or warranty and without any recourse to Releasor, terminates the Trademark Security Agreement and hereby terminates, releases, relinquishes and discharges its lien on and security interest in and to all of its right, title and interest in, to and under:

- (a) the Trademark Collateral;
- (b) all goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and each Trademark Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Releasee against third parties for past, present or future (i) infringement or dilution of any Trademark Collateral or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectually Property License

SECTION 3. Further Assurances. The Releasor further agrees to execute and deliver to each Releasee any and all further documents and instruments, and do any and all further acts which each Releasee (or its agents or designees) may reasonably request, at such Releasee's sole cost and expense, in order to confirm this Release of Security Interest in Trademarks and such Releasee's right, title, and interest in or to the Trademark Collateral.

SECTION 4. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, Releasor has caused this Release of Security Interest in Trademarks to be duly executed as of the date first written above.

HPS INVESTMENT PARTNERS, LLC



By: 

Name: Vikas Keshwani

Title: Managing Director

SCHEDULE A

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
ACS C.C.M. LLC	USA	Hammer/Hand Logo 	86015199 / 4,488,330	7/19/2013 / 2/25/2014
ACS C.C.M. LLC	USA	MEEK'S (Stylized) 	86015077 / 4,488,326	7/19/2013 / 2/25/2014
ACS C.C.M. LLC	USA	M-PRO	85732834 / 4,334,562	9/19/2012 / 5/14/2013
Wholesale Supply LLC	USA	PROGUARD	77560720 / 4,070,925	9/02/2008 / 12/13/2011

I. TRADE NAMES

- Meek's Building Centers
- Meek's Lumber and Hardware
- Meek's The Builder's Choice

II. COMMON LAW TRADEMARKS

None.

III. TRADEMARKS NOT CURRENTLY IN USE

None.

IV. TRADEMARK LICENSES

None.