

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAMERON ASHLEY BUILDING PRODUCTS, INC.		12/23/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn St.		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2834663	PLUS	
Registration Number:	3087503	BUILDERSPLUS	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	58708.515018		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	01/10/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 23, 2021, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), for the benefit of the Secured Parties under the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 23, 2021 (as amended, restated, supplemented, extended or otherwise modified from time to time, the "Credit Agreement") by and among GBP Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), Cameron Ashley Building Products, Inc. a Georgia corporation (the "Borrower"), the other Loan Parties party thereto, the Lenders party thereto and Administrative Agent, Lenders are willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to the Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of December 23, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative 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 Collateral of such Grantor (the "Trademark Collateral"):

- (a) all Trademarks owned by such Grantor, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

3. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secures the prompt and complete payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **GRANTOR REMAINS LIABLE.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

6. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

7. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

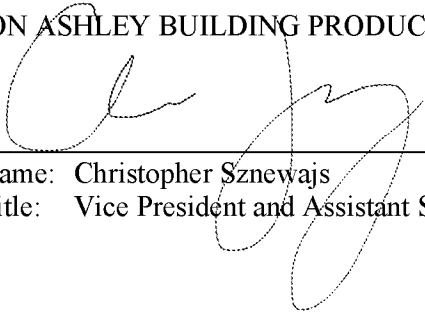
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

CAMERON ASHLEY BUILDING PRODUCTS, INC.

By:




Name: Christopher Szniewajs
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007553 FRAME: 0716

ACKNOWLEDGED AND AGREED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 

Name: Robert Mayer
Title: Executive Director

Schedule I to Trademark Security Agreement

1. REGISTERED TRADEMARKS

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>FILING DATE</u>
Cameron Ashley Building Products, Inc.	78258771	2834663	PLUS	6/5/2003
Cameron Ashley Building Products, Inc.	78623905	3087503	BUILDERSPLUS	5/5/2005
Cameron Ashley Building Products, Inc.		TMA829647	PRESTIGE	
Cameron Ashley Building Products, Inc.		TMA820738	REMBRANDT	
Cameron Ashley Building Products, Inc.		TMA602032	CA and Design	

2. TRADEMARK APPLICATIONS

<u>OWNER</u>	<u>APPLICATION</u>	<u>TRADEMARK</u>
Cameron Ashley Building Products, Inc.	APPLICATION	Cameron Ashley Building Products
Cameron Ashley Building Products, Inc.	APPLICATION	CA logo (for Cameron Ashley)
Cameron Ashley Building Products, Inc.	APPLICATION	CA logo (for Cameron Ashley) with "Cameron Ashley Building Products"
Cameron Ashley Building Products, Inc.	APPLICATION	Play to Win!

3. TRADEMARK LICENSES

None.