

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Builders & Contractors Supply Co., Inc.		05/25/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank Northwest, National Association		
Street Address:	299 South Main Street		
Internal Address:	12th Floor, MAC U1228-120		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85098460	EUROSTAR	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3128623312		
Email:	patrick.lau@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		
Address Line 2:	c/o Patrick Lau, Legal Assistant		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	36213-8 PL		
NAME OF SUBMITTER:	Patrick Lau		
Signature:	/pl/		

CH \$40.00 85098460

Date:

06/10/2011

Total Attachments: 7

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This 25 day of May, 2011, American Builders & Contractors Supply Co., Inc., a Delaware corporation, having its principal place of business at One ABC Parkway, Beloit, Wisconsin 53511, (the "*Debtor*") in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to Wells Fargo Bank Northwest, National Association, a National Banking Association, federally chartered, with a mailing address at MAC U1228-120, 299 South Main Street, 12th Floor, Salt Lake City, Utah 84111, Attn: Corporate Trust Services, as collateral trustee under that certain Collateral Indenture and Security Agreement dated as of June 29, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Collateral Indenture*"), on behalf of the Note Holders described below, and its successors and assigns ("*Secured Party*"), a security interest in, the following property (hereinafter, the "*Trademark Collateral*"):

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark license, in each case together with the right to sue for injunctive and other relief including collecting said damages;

to secure performance of all obligations of Debtor as set out in that certain Subsidiary Guaranty dated as of June 29, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Subsidiary Guaranty*"), executed in connection with that certain Note Purchase Agreement dated as of June 29, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Note Purchase Agreement*"), among American Builders & Contractors Supply Co., Inc., a Delaware corporation, and certain institutional investors listed in Schedule A thereto (the "*Note Holders*").

Notwithstanding anything herein to the contrary, the Supplemental Trademark Collateral shall not include (a) any lease, license, contract, property rights or agreement (or any of its rights or interests thereunder) if and to the extent that the grant of the security interest shall, after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or

provisions) or any other applicable law, constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of the Obligated Party therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease license, contract, property rights or agreement; (b) any lease, license, contract, or agreement (or any of its rights or interests thereunder) if and to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); and (c) any "intent to use" trademark applications for which a statement of use has not been filed with the U.S. Patent and Trademark Office but only to the extent that the grant of security interest and Lien would invalidate such trademark applications.

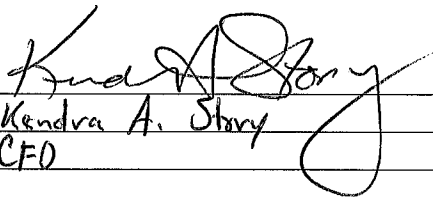
Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party and the Note Holders with respect to the collateral assignment, lien, pledge, right of setoff and security interest in the Supplemental Trademark Collateral made and granted hereby are more fully set forth in the Collateral Indenture, the Subsidiary Guaranty and the Note Purchase Agreement.

This Supplemental Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplemental Trademark Security Agreement shall become effective when Collateral Trustee has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Supplemental Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

[Signature page immediately follows]

IN WITNESS WHEREOF, Debtor has caused this Supplemental Trademark Security Agreement to be duly executed as of the date and year first written above.

AMERICAN BUILDERS & CONTRACTORS
SUPPLY CO., INC.

By 
Name Kendra A. Story
Its CEO

Accepted and agreed to as of the date and year first written above.

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION, as Collateral Trustee

By _____
Name _____
Its _____

IN WITNESS WHEREOF, Debtor has caused this Supplemental Trademark Security Agreement to be duly executed as of the date and year first written above.

AMERICAN BUILDERS & CONTRACTORS
SUPPLY Co., INC.

By _____
Name _____
Its _____

Accepted and agreed to as of the date and year first written above.

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION, as Collateral Trustee

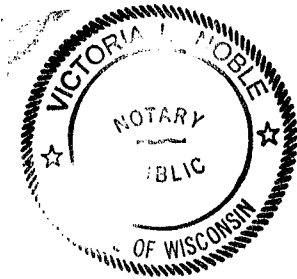
By *Meade*
Name Val T. Orton
Its Vice President

STATE OF WI)
) SS
COUNTY OF Rock)

I, Victoria Noble a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kendra A. Story, CFO of American Builders & Contractors Supply Co., Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CFO, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of May, 2011.

(Notarial Seal)



Notary Public:

Victoria L. Noble

My Commission Expires: May 3, 2015

SCHEDULE A-1 TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Jurisdiction	Mark	Reg. No. (App. No.)	Reg. Date (App. Filing Date.)	Status
United States	EUROSTAR	85098460	(8/2/2010)	Application

SCHEDULE A-2 TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

None.