

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|---|-----------------------|
| 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: | Bank of America, N.A. | | |
| Street Address: | 135 S. LaSalle, 4th Floor; Mail Code IL4-135-04-25 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85098460 | EUROSTAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (917)777-2962 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (212) 735-2962 | | |
| Email: | Faith.Robinson@skadden.com | | |
| Correspondent Name: | S. Anita Sinha | | |
| Address Line 1: | Skadden, Arps, Slate, Meagher & Flom LLP | | |
| Address Line 2: | Four Times Square | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 401180/71 | | |
| NAME OF SUBMITTER: | S. Anita Sinha | | |
| Signature: | /S. Anita Sinha/ | | |

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**TRADEMARK
 REEL: 004577 FRAME: 0118**

Date:

07/07/2011

Total Attachments: 8

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This 25th 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 "Grantor") in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, herewith grant to Bank of America, N.A. a national banking association, located at 135 S. LaSalle Street, 4th floor; Mail Code IL4-135-04-25; Chicago, IL 60603, as agent for the Lenders ("Agent") under that certain Loan, Security and Guaranty Agreement, dated as of June 30, 2010, among Grantor, ABC Supply Intermediate Holding LLC, a Delaware limited liability company, the other Guarantors party thereto, the Lenders party thereto, and Agent (the "Loan and Security Agreement"; unless otherwise defined herein, capitalized terms used herein shall have the meanings attributable thereto in the Loan and Security Agreement) for the benefit of the Secured Parties, a continuing security interest and Lien upon the following property, whether now owned or hereafter acquired, and wherever located (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 any rights to sue for past, present and future infringement of any of the foregoing;
- (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 an collect all such royalties and other sums; and
- (iii) All accessions to, substitutions for , and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any Trademark Collateral; and, including without limitation, any claim by Grantor 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 the prompt payment and performance of all Obligations of Grantor under the Loan and Security Agreement.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include (a) any lease, license, contract, 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 Grantor 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); or (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.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties with respect to the security interest and Lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms of which are deemed incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to irreconcilably conflict with the Loan and Security Agreement, the Loan and Security Agreement shall control.

THIS TRADEMARK SECURITY AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS) THAT WOULD RESULT IN THE APPLICATION OF LAWS OF ANOTHER JURISDICTION.

This 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 Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan and Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this SUPPLEMENTAL
TRADEMARK SECURITY AGREEMENT to be duly executed as of the date and year last
above written.


AMERICAN BUILDERS &
CONTRACTORS SUPPLY CO., INC.

By: 

Name: Kendra A. Story

Title: CFO

BANK OF AMERICA, N.A., as Agent

By: 
Name: Thomas J. Brennan
Title: Senior Vice President

STATE OF WI)

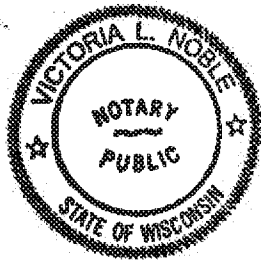
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COUNTY OF Rock)

I, Victoria Noble, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kendra A. Story, the CEO, 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, appeared before me this day in person and acknowledged that s/he 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

STATE OF ILLINOIS)

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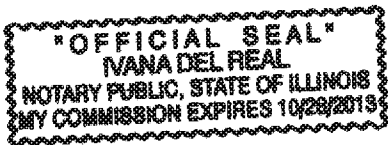
COUNTY OF COOK)

I, Ivana Del Real, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Brennan, the Senior Vice President of Bank of America, N.A., as Agent, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 23rd day of June, 2011.

(Notarial Seal)

Ivana Del Real
Notary Public



My Commission Expires: 10-28-2013

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.

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