

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRIMARK USA, LLC		02/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
TRIMARK ERF, INC.		02/11/2014	CORPORATION: DELAWARE
FEDERIGHI DESIGN, INC.		02/11/2014	CORPORATION: CALIFORNIA
STRATEGIC EQUIPMENT AND SUPPLY CORPORATION		02/11/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RBS CITIZENS, N.A. (As Agent)
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2753687	TRIMARK
Registration Number:	2759484	
Registration Number:	2492222	BIGTRAY
Registration Number:	2516648	BIGTRAY
Registration Number:	3279670	FEDERIGHI DESIGN INC. ESTABLISHED 1942
Registration Number:	2817868	STRATEGIC
Registration Number:	3859948	STRATEGIC

CORRESPONDENCE DATA

Fax Number: 2127557306

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

CH \$190.00 2753687

via US Mail.

Phone: 212.326.3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Elizabeth Pendergast
Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	435285-610104
NAME OF SUBMITTER:	Elizabeth Pendergast
Signature:	/Elizabeth Pendergast/
Date:	02/14/2014

Total Attachments: 6

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GRANT OF SECURITY INTEREST
IN TRADEMARKS

February 11, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of the undersigned (each individually, a "Grantor" and, collectively, the "Grantors"), hereby grants to RBS Citizens, N.A., as agent for the Lenders referred to below (the "Agent"), for the benefit of the Secured Parties, a continuing security interest in and Lien upon the following (except as such may be considered Excluded Property): (i) all of such Grantor's right, title and interest in, to and under the trademarks, service marks, trademark registrations, and service mark registrations set forth on Schedule A attached hereto (collectively, the "Marks"); (ii) all proceeds and products of the Marks; (iii) the goodwill of the businesses with which the Marks are associated; and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant") has been granted in conjunction with the security interest granted to the Agent under the Second Lien Term Loan and Security Agreement by and among the Grantors, Agent, the Lenders from time to time party thereto (the "Lenders") and the other parties from time to time thereto, dated as of February 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

This Grant is made to secure the satisfactory performance and payment of all the Obligations. The rights and remedies of the Agent with respect to the security interest granted

herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

Upon the termination of the Loan Agreement or release of a Grantor in accordance with the Loan Agreement, the Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the security interest in the Marks of such Grantor under this Grant.

Notwithstanding anything herein to the contrary, the liens and security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to this Grant and the exercise of any right or remedy by the Agent, for the benefit of the Secured Parties, hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of February 11, 2014 (the "Intercreditor Agreement"), among RBS Citizens, N.A., as First Lien Agent, and RBS Citizens, N.A., as Second Lien Agent, and such other parties as may be added thereto from time to time in accordance with the terms thereof and as the Intercreditor Agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of the Intercreditor Agreement shall govern.

THIS GRANT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

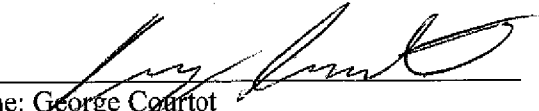
This Grant may be executed in counterparts, each of which taken together shall constitute one instrument. This Grant may be executed and delivered by facsimile or other electronic transmission, and they shall have the same force and effect as manually signed

originals. Agent may require confirmation by a manually-signed original, but failure to request or deliver same shall not limit the effectiveness of any facsimile signature.

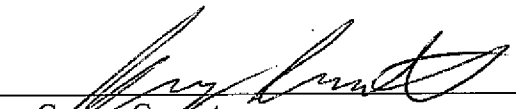
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

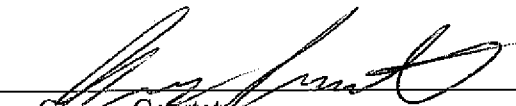
TRIMARK USA, LLC
as Grantor

By: 
Name: George Courtot
Title: Vice President, Chief Financial Officer,
Assistant Secretary and Treasurer


TRIMARK ERF, INC.
as Grantor

By: 
Name: George Courtot
Title: Assistant Secretary

FEDERIGHI DESIGN, INC.
as Grantor

By: 
Name: George Courtot
Title: Chief Financial Officer, Assistant Secretary
and Treasurer

**STRATEGIC EQUIPMENT AND SUPPLY
CORPORATION**
as Grantor

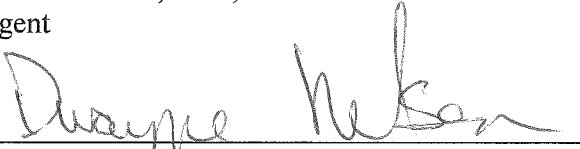
By: 
Name: George Courtot
Title: Vice President, Assistant Secretary and
Treasurer

[Signature Page to Grant of Security Interest in Trademarks-Second Lien]

TRADEMARK
REEL: 005216 FRAME: 0535

ACKNOWLEDGED AND ACCEPTED:

RBS CITIZENS, N.A.,
as Agent

By: 

Name: Dwayne Nelson

Title: Agency Services Management Officer

SCHEDULE A

<u>Mark</u>	<u>Status</u>	<u>Serial No. or Reg. No.</u>	<u>Registration Date</u>	<u>Owner</u>
TRIMARK	Registered	2753687	August 19, 2003	TriMark USA, LLC
Three Ring Design	Registered	2759484	September 2, 2003	TriMark USA, LLC
BIGTRAY	Registered	2492222	September 25, 2001	TriMark ERF, Inc.
BIGTRAY and Design	Registered	2516648	December 11, 2001	TriMark ERF, Inc.
FEDERIGHI DESIGN INC. Stylized and Design	Registered	3279670	August 14, 2007	Federighi Design, Inc.
STRATEGIC and Design	Registered	2817868	February 24, 2004	Strategic Equipment and Supply Corporation
STRATEGIC	Registered	3859948	October 12, 2010	Strategic Equipment Supply Corporation

Schedule A to Grant of Security Interest in Trademarks

BOI-35564v2

RECORDED: 02/14/2014

**TRADEMARK
REEL: 005216 FRAME: 0537**