

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
Morrison Supply Company, LLC		02/18/2014	LIMITED LIABILITY COMPANY: TEXAS

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	86106452	GEMLINE EXSTREAM SERIES
Serial Number:	85729330	SWIFTAIRE
Serial Number:	85719318	
Serial Number:	85623023	SWIFTAIRE
Serial Number:	85568615	GEMLINE
Registration Number:	4278230	MORRISON SUPPLY COMPANY
Registration Number:	4278231	MORRISON SUPPLY
Registration Number:	4278232	MORRISON
Serial Number:	85476182	MORSCO

**CORRESPONDENCE DATA**

Fax Number: 3129939767  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3129932647

CH \$240.00 86106452

Email: zeynep.gieseke@lw.com  
Correspondent Name: Zeynep Gieseke  
Address Line 1: 233 S. Wacker Drive, Suite 5800  
Address Line 2: c/o Latham & Watkins LLP  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0604
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	02/18/2014

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 18, 2014, is made by the entity listed on the first signature page hereof ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of February 18, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 30, 2011 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which (1) the Grantor previously executed and delivered a Trademark Security Agreement dated as of November 30, 2011, which was filed with the United States Patent and Trademark Office on November 30, 2011 at Reel 4669, Frame 0045, and (2) the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Subject to the terms of the Guaranty and Security Agreement, 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 Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 Grantor (the "Trademark Collateral"):

1. all Trademarks owned by Grantor and all IP Licenses providing for the grant by Grantor of any right under any Trademark, including, without limitation, those identified on Schedule 1 hereto;

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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;

provided, however, that “Trademark Collateral” shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. (a) The interest in the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law, (b) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms and provisions of the Guaranty and Security Agreement, Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Authorization. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Trademark Collateral.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MORRISON SUPPLY COMPANY, LLC,  
as Grantor

By: 

Name: Charles Allen

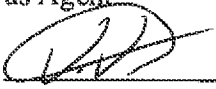
Title: Executive Vice President, Secretary  
and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005218 FRAME: 0328**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: VICTOR VERAZAIN  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005218 FRAME: 0329

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Date Filed</b>	<b>Reg/Serial #</b>	<b>Owner</b>
Gemline Exstream	October 31, 2013	86106452	Morrison Supply Company, LLC
Swiftaire	September 14, 2012	85729330	Morrison Supply Company, LLC
Design only	September 3, 2012	85719318	Morrison Supply Company, LLC
Swiftaire	May 11, 2012	85623023	Morrison Supply Company, LLC
Gemline	March 13, 2012	85568615	Morrison Supply Company, LLC
Morrison Supply Company	November 18, 2011	4278230 85476187	Morrison Supply Company, LLC
Morrison Supply	November 18, 2011	4278231 85476188	Morrison Supply Company, LLC
Morrison	November 18, 2011	4278232 85476189	Morrison Supply Company, LLC
Morsco	November 18, 2011	4403919 85476182	Morrison Supply Company, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.