

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POTOMAC SUPPLY, LLC		09/16/2013	LIMITED LIABILITY COMPANY: DELAWARE
WASHINGTON ALDER LLC		09/16/2013	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Ally Commercial Finance LLC, as Agent		
Street Address:	1185 Avenue of the Americas, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86060337	W WASHINGTON ALDER LLC	
Registration Number:	2402607	W WASHINGTON ALDER LLC	
Registration Number:	1559024	POTOMAC	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	James Murray		
SIGNATURE:	/Michael Barys TR/		
DATE SIGNED:	06/05/2014		
Total Attachments: 7			
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TRADEMARK

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

POTOMAC SUPPLY, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Commercial Finance LLC, as Agent

Internal

Address: _____

Street Address: 1185 Avenue of the Americas, 2nd Floor

City: New York

State: New York

Country: USA Zip: 10036

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 16, 2013

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Fax Number: 800-904-4240

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

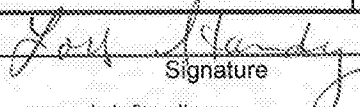
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

September 16, 2013

Date

Lois Standig

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation of the information in Item 1 to Trademark Recordation Form Cover Sheet –
Conveying Party: POTOMAC SUPPLY, LLC
Receiving Party: Ally Commercial Finance LLC, as Agent

Name of Additional Conveying Party:

WASHINGTON ALDER LLC
Citizenship : a Washington LLC

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

WHEREAS, the undersigned grantor ("Grantor") has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor and certain of its affiliates are obligated to Ally Commercial Finance LLC ("Ally CF") and various other financial institutions (collectively, "Lenders") and Ally CF as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of August 1, 2011, among Agent, Lenders, Grantor and certain other Loan Parties named therein (the "Loan Agreement") and (ii) a certain Trademark Collateral Security Agreement, as of August 1, 2011, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantor is granting to Agent for its benefit and for the ratable benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in Grantor's Marks, the goodwill of the business symbolized by such Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant, which grant is and shall be deemed to be one and the same grant as the grant set forth in the Agreements, to Agent for its benefit and for the ratable benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in and to Grantor's Marks, together with the goodwill of the business symbolized by such Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


Dated: New York, New York
September 16, 2013

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Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

GRANTOR:

POTOMAC SUPPLY, LLC

By: 
Name: Paul Bamatter
Title: Secretary

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

GRANTOR:

WASHINGTON ALDER, LLC

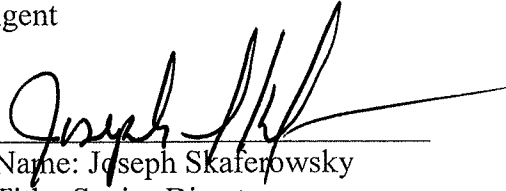
By: 

Name: Paul Bamatter

Title: Corporate Secretary

ALLY COMMERCIAL FINANCE LLC,
as Agent

By:



Name: Joseph Skaferowsky

Title: Senior Director

SCHEDULE A

Schedule A to a Grant of Security Interest in United States Trademarks dated September 16, 2013, by and between Grantor and Ally Commercial Finance LLC, as Agent.

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Washington Alder, LLC	Washington Alder	USA	86060337	September 10, 2013
Washington Alder, LLC	W Washington Alder LLC	USA	2402607	November 7, 2000
Potomac Supply, LLC	Potomac (and Design)	USA	1559024	October 3, 1989