

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriMark USA, LLC		08/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
TriMark ERF, Inc.		08/22/2014	CORPORATION: DELAWARE
Federighi Design, Inc.		08/22/2014	CORPORATION: CALIFORNIA
Strategic Equipment and Supply Corporation		08/22/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as collateral agent
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 8

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:	4556639	ORDERUPEQUIPMENT.COM
Registration Number:	2817868	STRATEGIC
Registration Number:	3859948	STRATEGIC

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

TRADEMARK

Address Line 4:	New York, NEW YORK 10005
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	08/27/2014
Total Attachments: 6 source=4 Hawk - ABL Trademark Security Agreement#page1.tif source=4 Hawk - ABL Trademark Security Agreement#page2.tif source=4 Hawk - ABL Trademark Security Agreement#page3.tif source=4 Hawk - ABL Trademark Security Agreement#page4.tif source=4 Hawk - ABL Trademark Security Agreement#page5.tif source=4 Hawk - ABL Trademark Security Agreement#page6.tif	

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):

- 1. TriMark USA, LLC
- 2. TriMark ERF, Inc.
- 3. Federighi Design, Inc.
- 4. Strategic Equipment and Supply Corporation

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-DE; 2. Corp.-DE; 3. Corp.-CA; 4. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 22, 2014

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association, as collateral agent

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA Zip: 02108

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

8

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: Elaine Carrera
Signature

August 22, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

ABL TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2014 (this "Agreement"), among TriMark USA, LLC, TriMark ERF, Inc., Federighi Design, Inc. and Strategic Equipment and Supply Corporation (each, a "Grantor" and collectively, the "Grantors") and Wells Fargo Bank, National Association, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of August 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TMK Hawk MidCo, Corp., a Delaware corporation ("Holdings"), TMK Hawk Parent, Corp., a Delaware corporation (the "Borrower"), the other borrowers from time to time party thereto, the Lenders from time to time party thereto and Wells Fargo Bank, National Association, as the administrative agent, and (b) the Collateral Agreement dated of August 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (collectively, the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement and ABL Intercreditor Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of the Collateral Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRIMARK ERF, INC., as Grantor

By: 

Name: George Courtot

Title: Assistant Treasurer

**FEDERIGHI DESIGN, INC.
STRATEGIC EQUIPMENT AND SUPPLY
CORPORATION
TRIMARK USA, LLC
as Grantors**

By: 

Name: George Courtot

Title: Treasurer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent,

By: Christopher S. Hadik
Name: Christopher S. Hadik
Title: Authorized Signatory

Schedule I

Owner	Registration Number	Mark
TriMark USA, LLC	2,753,687	TRIMARK
TriMark USA, LLC	2,759,484	Three Ring Design
TriMark ERF, Inc.	2,492,222	BigTray
TriMark ERF, Inc.	2,516,648	BigTray and Design
Federighi Design, Inc.	3,279,670	Federighi Design, Inc. Established 1942 and Design
TriMark ERF, Inc.	4,556,639	ORDERUPEQUIPMENT.COM
Strategic Equipment and Supply Corporation	2,817,868	STRATEGIC (and design)
Strategic Equipment and Supply Corporation	3,859,948	STRATEGIC