

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350144

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL 3608/FRAME 0021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO CAPITAL FINANCE, LLC	FORMERLY Wachovia Capital Finance Corporation (New England)	07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Contractor Yard, LLC		
<b>Street Address:</b>	2001 Bryan Street		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1915663	THE CONTRACTOR YARD	
<b>Registration Number:</b>	1895765	THE CONTRACTOR YARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			
<b>Phone:</b>	2124464800		
<b>Email:</b>	michelle.nowicki@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	Attn Hayley Smith, Sr. Legal Assistant		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	31223-111 (HS)		
<b>NAME OF SUBMITTER:</b>	Hayley Smith		
<b>SIGNATURE:</b>	/HAYLEY SMITH/		
<b>DATE SIGNED:</b>	08/03/2015		

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**Total Attachments: 3**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** this (“Release”) is made as of July 31, 2015 and granted by Wells Fargo Capital Finance, LLC, a Delaware limited liability company, successor by merger to Wachovia Capital Finance Corporation (New England), in its capacity as agent (in such capacity, the “Agent”) pursuant to the Loan and Security Agreement dated as of August 3, 2007, among The Contractor Yard, LLC, (the “Debtor”), and certain affiliates of the Debtor (together with the Debtor, collectively, each a “Borrower” and collectively, “Borrowers”), and the Agent (the “Loan Agreement”) and the Trademark Collateral Assignment and Security Agreement dated as of August 3, 2007, among the Borrowers party thereto and the Agent (the “Trademark Security Agreement” and together with the Loan Agreement, the “Security Agreements”), in favor of the Debtor. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Trademark Security Agreement.

**WHEREAS**, pursuant to the terms and conditions of the Security Agreements, the Borrowers granted to the Agent a continuing security interest in and a general lien upon and to all of its right, title and interest in, to and under the Trademarks including those set forth on Schedule I hereto, all goodwill associated with such Trademarks and all proceeds of any and all of the foregoing (as further defined in the Trademark Security Agreement, collectively, the “Collateral”);

**WHEREAS** the Trademark Security Agreement has been recorded with the Assignment Division of the U.S. Patent and Trademark Office on August 23, 2007 at Reel Number 3608, Frame Number 0021; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, re-pledges, reassigns and releases to the Debtor any and all goodwill, rights, title, interest, liens and security interests in all Collateral, all goodwill associates with such Trademarks, without representation, warranty or recourse to Agent or Secured Parties of any kind.

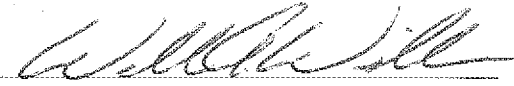
If and to the extent the Agent has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Debtor, including, but not limited to, any and all rights to sue for and collect damages for past infringements, without representation, warranty or recourse to Agent or Secured Parties of any kind.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date set forth above.

WELLS FARGO CAPITAL FINANCE, LLC, successor  
by merger to WACHOVIA CAPITAL FINANCE  
CORPORATION (NEW ENGLAND), as Agent

By: 

Name: Willis A. Williams

Title: Vice President

*[Trademarks Release Signature Page]*

**TRADEMARK**  
**REEL: 005591 FRAME: 0123**

SCHEDULE I  
to  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

REGISTRATION DATE	REGISTRATION NUMBER	TRADEMARK
August 29, 1995	1915663	The Contractor Yard & Design
May 23, 1995	1895765	The Contractor Yard
May 19, 2001	2454384	Moore's Lumber/Building Supplies, Inc.
May 15, 2001	2450411	Moore's

Trademark Applications:

None.