

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stone Source, LLC		09/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Graycliff Mezzanine II LP		
Street Address:	500 Fifth Avenue, 47th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3111414	STONE SOURCE	
Registration Number:	3089501	STONE SOURCE	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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>			
Phone:	612.492.6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	493426-00016		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	09/18/2015		
Total Attachments: 5			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO GRAYCLIFF MEZZANINE II LP PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS OF THE FIRST LIEN AGENT AND THE OTHER FIRST LIEN CLAIMHOLDERS (EACH AS DEFINED IN THE INTERCREDITOR AGREEMENT DEFINED BELOW), INCLUDING THE LIENS AND SECURITY INTERESTS GRANTED TO PNC BANK, NATIONAL ASSOCIATION (“PNC”), AS AGENT, PURSUANT TO AND IN CONNECTION WITH THAT CERTAIN AMENDED AND RESTATED REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT, DATED AS OF SEPTEMBER 17, 2015 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, MODIFIED, REFINANCED, RENEWED, EXTENDED OR REPLACED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF), BY AND AMONG PNC, AS AGENT AND A LENDER THEREUNDER, THE OTHER LENDERS FROM TIME TO TIME PARTY THERETO, STONE SOURCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS THE BORROWER AND THE GUARANTORS FROM TIME TO TIME PARTY THERETO AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE GRAYCLIFF MEZZANINE II LP OR ANY OTHER SECURED PARTY HEREUNDER IS SUBJECT TO THE LIMITATIONS AND PROVISIONS CONTAINED IN THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF SEPTEMBER 17, 2015 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, MODIFIED, REFINANCED OR REPLACED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE “INTERCREDITOR AGREEMENT”), BY AND AMONG PNC, AS THE FIRST LIEN AGENT, GRAYCLIFF MEZZANINE II LP, A DELAWARE LIMITED PARTNERSHIP, AS THE SECOND LIEN AGENT, AND STONE SOURCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS THE BORROWER, AND THE GUARANTORS FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK NOTICE OF SECURITY

Dated: September 17, 2015

WHEREAS, Stone Source, LLC, a limited liability company formed under the laws of the State of Delaware, located at 215 Park Avenue South, 7th Floor, New York, New York 10003 (“Borrower”), 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, Borrower is obligated to Graycliff Mezzanine II LP, a Delaware limited partnership (“Graycliff”), various other lenders (collectively, “Lenders”), and Graycliff as agent for Lenders (“Agent”), pursuant to (i) a certain Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower 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, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

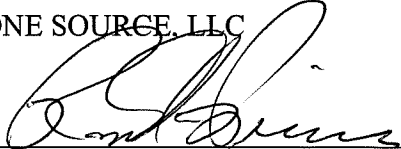
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations 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.

Borrower 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.

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

STONE SOURCE, LLC

By: 
Name: Ronald Pierce
Title: Executive Vice President and Chief Operating Officer

STATE OF NY)
COUNTY OF NY) ss:

On the 15 day of September, 2015, before me personally came Ronald Pierce to me known, who being by me duly sworn, did depose and say he is the Executive Vice President and Chief Operating Officer of STONE SOURCE, LLC, the Delaware limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Managers of said limited liability company.

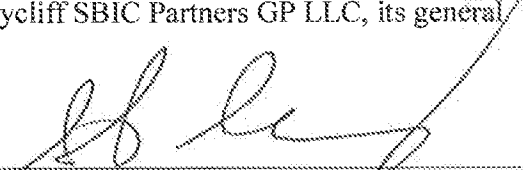

Notary Public

My Commission Expires: 4/27/18

RALPH TRAMANTANO
Notary Public, State of New York
No. 01TR6006268
Qualified in Kings County
Commission Expires April 27, 2018

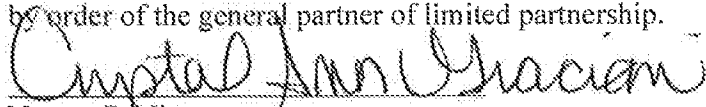
GRAYCLIFF MEZZANINE II LP, as Agent
By: Graycliff SBIC Investors GP LP, its general partner

By: Graycliff SBIC Partners GP LLC, its general partner

By: 
Name: Steven Schaefer
Title: Chief Financial Officer

STATE OF New York,
COUNTY OF New York } ss:

On the 15 day of September, 2015, before me personally came Steven Schaefer to me known, who being by me duly sworn, did depose and say he is the Chief Financial Officer of Graycliff SBIC Partners GP LLC, the general partner of Graycliff SBIC Investors GP LP, the general partner of GRAYCLIFF MEZZANINE II LP, the Delaware limited partnership described in and which executed the foregoing instrument; and that he signed his name thereto by order of the general partner of limited partnership.


Notary Public

My Commission Expires: 11/19/2016

CRYSTAL ANN GRACIANI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GR6272461
Qualified in Kings County
My Commission Expires November 19, 2016

SCHEDULE A

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
STONE SOURCE	REGISTERED Section 2(F)	78542747	05-JAN-2005	3111414	04-JUL-2006
STONE SOURCE	REGISTERED	78461037	03-AUG-2004	3089501	09-MAY-2006