

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STONE SOURCE, LLC		02/11/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4611496	BEVELED ARABESQUE	
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:	John Salvage		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	John Salvage		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	03/04/2016		
Total Attachments: 8			
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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):

STONE SOURCE, LLC

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
 No

Additional names, addresses, or citizenship attached?

Name: PNC Bank, National Association, as Agent

Internal

Address: _____

Street Address: Two Tower Center Boulevard

City: East Brunswick

State: New Jersey

Country: USA Zip: 08816

- Association Citizenship USA
 General 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)

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

Execution Date(s) February 11, 2016

- 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 Schedule A attached

B. Trademark Registration No.(s)
See Schedule A attached

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: John Salvage

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3568

Fax Number: _____

Email Address: John.Salvage@wolterskluwer.com

6. Total number of applications and registrations involved:

1

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

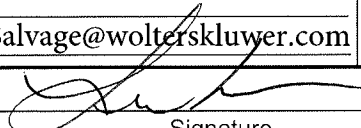
- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

March 3, 2016

Date

Leslie Kirsner

Name of Person Signing

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

8

SUPPLEMENT NO. 1 TO TRADEMARK COLLATERAL

SECURITY AGREEMENT

THIS SUPPLEMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Supplement") is entered into as of February 11, 2016, by and among Stone Source, LLC, a Delaware limited liability company located at 215 Park Avenue South, New York, New York 10003 ("Borrower") and PNC Bank, National Association as agent for Lenders (in such capacity, "Agent").

WITNESSETH:

WHEREAS, Borrower owns the Trademarks (as defined in the Trademark Security Agreement defined below) shown in the attached Schedule A, for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown on the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC Bank, National Association ("PNC") and various other financial institutions (collectively, "Lenders") and PNC as agent for Lenders ("Agent"), pursuant to (i) that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of September 17, 2015, among Agent, Lenders and Borrower (as amended, restated, amended and restated, refinanced, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement") and (ii) that certain Trademark Collateral Security Agreement, dated as of December 15, 2009, made by Borrower in favor of Agent and Lenders (as amended, modified, restated or supplemented from time to time, collectively, the "Trademark Security Agreement"; together with the Loan Agreement, the "Agreements"; capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Agreements); and

WHEREAS, pursuant to the Agreements, Borrower has granted to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Trademarks, the goodwill of the Borrower's business connected with and symbolized by the Trademarks, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore, and all proceeds of the foregoing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby agree as follows:

SECTION 1. Grant of Security. Borrower hereby reaffirms, confirms and ratifies the Borrower's prior grant to Agent, for the ratable benefit of itself and the Lenders, of a security interest in, all of its right, title and interest in and to all of the Collateral (as defined in the Trademark Security Agreement) of Borrower, whether now owned or hereafter acquired by Borrower, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of Borrower set forth on the attached supplemental Schedule A to Schedule A to the Trademark Security Agreement.

SECTION 2. Security for Obligations and Indebtedness. The grant of a security interest in the Collateral by Borrower under this Supplement, secures the payment in full of all Obligations and Indebtedness now or hereafter existing under or in respect of the Loan Agreement and the Other Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Supplement to Schedule A to Trademark Security Agreement. Borrower has attached hereto as Schedule A a supplement to Schedule A to the Trademark Security Agreement, which supplements the existing Schedule A to the Trademark Security Agreement in by adding the Trademarks set forth thereon, and Borrower hereby certifies, as of the date first above written, that such supplemental Schedule A has been prepared by Borrower in substantially the form of the equivalent Schedule A to the Trademark Security Agreement, and such supplemental Schedule A includes all of the information required to be scheduled to the Trademark Security Agreement and does not omit to state any information material thereto.

SECTION 4. Representations and Warranties. Borrower hereby makes each representation and warranty set forth in Section 3 of the Trademark Security Agreement (as supplemented by the attached supplemental Schedule A) on and as of the date hereof.

SECTION 5. Reaffirmation of Trademark Security Agreement. Borrower hereby reaffirms and ratifies, as of the date hereof, Borrower's agreement to be bound by all of the terms and provisions of the Trademark Security Agreement. 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.

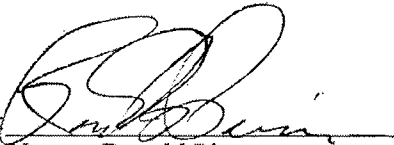
SECTION 6. Governing Law. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Other Document. In addition to and without limitation of any of the foregoing, this Supplement shall be deemed to be an Other Document and shall otherwise be subject to all of terms and conditions contained in Section 15.1 of the Loan Agreement, *mutatis mutandis*.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed by their respective officers and members thereunto duly authorized, as of the date indicated above.

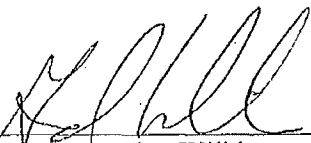
STONE SOURCE, LLC

By: 

Name: Ronald Pierce

Title: Executive Vice President &
Chief Operating Officer

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Gordon Wilkins
Title: Vice President

STATE OF NY)
)
COUNTY OF NY)

ss:

On the 11th day of February, 2016, 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 limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the members of said limited liability company.

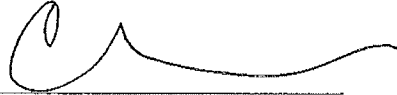
Ralph Tramantano
Notary Public

My Commission Expires: 4/27/18

RALPH TRAMANTANO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TR6006268
Qualified in Kings County
My Commission Expires April 27, 2018

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

On the 11 day of February, 2016, before me personally came Gordon Wilkins to me known, who being by me duly sworn, did depose and say he is the Vice President of PNC BANK, NATIONAL ASSOCIATION, the national bank described in and which executed the foregoing instrument; and that he signed his name thereto.



Notary Public

My Commission Expires: 10/23/2018



SCHEDULE A

Schedule A to Supplement No. 1 to Trademark Collateral Security Agreement, dated as of February 11, 2016, by and between Stone Source, LLC, as Borrower and PNC Bank, National Association, as Agent.

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
BEVELED ARABESQUE	REGISTERED	85893021	02-APR- 2013	4611496	23-SEP- 2014

Schedule A to Supplement No. 1 to Trademark Collateral Security Agreement