

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
84 IP, LLC		03/16/2016	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4701419	84	
Registration Number:	4701420	84	
Registration Number:	4613674	84	
Registration Number:	4613676	84	
Registration Number:	4613681	84	
Registration Number:	4613979	84	
Registration Number:	4613980	84	
Registration Number:	4617043	84	
Registration Number:	4701417	84	
Registration Number:	4701418	84	
Registration Number:	4613673	84	
Registration Number:	4613675	84	
Registration Number:	4613679	84	
Registration Number:	4613683	84	
Registration Number:	4613977	84	
Registration Number:	4613978	84	
Registration Number:	4617042	84	
Registration Number:	4617045	84	
Registration Number:	1412848	84	
TRADEMARK			

OP \$715.00 4701419

Property Type	Number	Word Mark
Registration Number:	4701421	84 LUMBER
Registration Number:	4701422	84 LUMBER
Registration Number:	4637318	84 LUMBER
Registration Number:	4617044	84 LUMBER
Registration Number:	4631513	84 LUMBER
Registration Number:	4631514	84 LUMBER
Registration Number:	4631515	84 LUMBER
Registration Number:	3061894	84 LUMBER BUILDING HOPE
Registration Number:	3064876	84 LUMBER BUILDING HOPE

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: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER: Susan O'Brien

SIGNATURE: /Michael Barys/

DATE SIGNED: 03/17/2016

Total Attachments: 9

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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)/Execution Date(s):

84 IP, LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: PA

Execution Date(s) March 16, 2016

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 100 Park Avenue, 14th Floor

City: New York

State: NY

Country: USA

Zip: 10017

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:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached 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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 28

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:

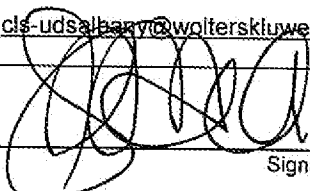
a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

March 16, 2016

Date

Joanne BL Arnold

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

[Execution]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of March, 2016, among the Grantor listed on the signature pages hereof ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as a collateral agent (in such capacity, the "Collateral Agent"), for the benefit of itself and the Secured Parties as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated of April 6, 2012, by and among Grantor, the Credit Parties, Collateral Agent and the lenders party thereto (individually each, a "Lender" and collectively, the "Lenders") as amended by Amendment No. 1 to Amended and Restated Credit Agreement, dated May 31, 2012, Amendment No. 2 to Amended and Restated Credit Agreement, dated May 31, 2012, Amendment No. 3 to Amended and Restated Credit Agreement, dated March 14, 2014 and supplemented by Waiver, Consent and Joinder No. 1 to Amended and Restated Credit Agreement, dated March 16, 2016 (as hereinafter amended, modified, supplemented, renewed, restated, refinanced, restructured or replaced, the "Credit Agreement") and the other agreements, documents and instruments referred to therein at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Trademark Security Agreement (all of the foregoing, together with the Credit Agreement as hereinafter amended, modified, supplemented, renewed, restated, refinanced, restructured or replaced, being collectively referred to herein as the "Loan Documents");

WHEREAS, pursuant to the Waiver, Consent and Joinder No. 1 to Amended and Restated Credit Agreement, dated of even date herewith by and among Grantor, Credit Parties and Collateral Agent ("Joinder No. 1"), Grantor became an additional party to and an additional Credit Party under the Credit Agreement and grants to Collateral Agent a security interest in and lien upon the Collateral of Grantor, whether now owned or hereafter acquired or existing, and wherever existing;

WHEREAS, pursuant to the Amended and Restated Trademark Security Agreement, dated as of April 6, 2012, among Collateral Agent and the Credit Parties (as heretofore amended, modified or supplemented, the "Existing Trademark Agreement"), and recorded with the Trademark Division of the United States Patent and Trademark Office on April 13, 2012 at Reel/Frame 004757/0508, the Credit Parties granted to the Collateral Agent Liens upon and security interests in and to the Trademark Collateral ("Existing Trademark Collateral");

WHEREAS, Grantor is the owner of the entire right, title and interest in and to the trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing described in Schedule I to the Trademark Security Agreement (collectively, "New Trademark Collateral");

WHEREAS, in order to induce Agent and Lenders to continue to make loans and advances and provide other financial accommodations to Grantor pursuant to the Credit

4263640.3

**TRADEMARK
REEL: 005752 FRAME: 0716**

Agreement, Grantor hereby acknowledges and reaffirms the security interests heretofore granted by Credit Parties to Agent pursuant to the Existing Trademark Agreement and, as a supplement thereto, has agreed to confirm the grant to Agent of New Trademark Collateral as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees that:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings ascribed thereto in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN NEW TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired New Trademark Collateral:

A. all of such Grantor's Trademarks, including those referred to on Schedule I hereto;

B. all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

C. all renewals, revivals or extensions of the foregoing;

D. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any Intellectual Property License; and

E. all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to the Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency, receivership or similar case involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent

with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such new Trademark Collateral or renewal, revival or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, including the Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any of the other Loan Documents in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any of the other Loan Documents clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any of the other Loan Documents refer to this Trademark Security Agreement or any of the other Loan Documents, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or any of the other Loan Documents, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or any of the other Loan Documents to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or any of the other Loan Documents to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

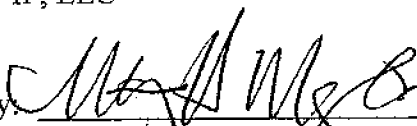
8. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the

conflict of laws principles thereof (other than Section 5-1401 of the New York General Obligations Law).

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

84 IP, LLC

By: 
Name: Margaret H. Magerko
Title: President and Manager

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as the Collateral Agent

By: _____
Name:
Title:

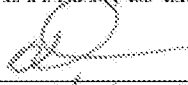
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

84 IP, LLC

By: _____
Name: Margaret H. Magerko
Title: President and Manager

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as the Collateral Agent

By:  _____
Name: *Herbert C. King*
Title: *Authorized Signatory*

COUNTRY	MARK/CLASS	REG. NO.	REG. DATE
USA	84 LUMBER Class 35	4,631,513	Nov. 4, 2014
USA	84 LUMBER Class 39	4,631,514	Nov. 4, 2014
USA	84 LUMBER Class 40	4,631,515	Nov. 4, 2014
USA	84 LUMBER BUILDING HOPE Class 35	3,061,894	February 26, 2006
USA	84 LUMBER BUILDING HOPE Logo Class 35	3,064,876	March 7, 2006