

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383572

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT
<b>RESUBMIT DOCUMENT ID:</b>	900362829

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ING Capital LLC		04/29/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	UBS AG, Stamford Branch
<b>Street Address:</b>	600 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	Bank: SWITZERLAND

## PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	3386489	CONFLICT
Registration Number:	2865049	CROSSCHECK
Registration Number:	2785530	DOUBLE EAGLE
Registration Number:	3573932	ECOSENTIAL
Registration Number:	3749099	ELITE
Registration Number:	3612867	EZ-LAWN
Registration Number:	1986533	LESCO
Registration Number:	1989473	LESCO
Registration Number:	1901402	LESCO
Registration Number:	1989474	LESCO
Registration Number:	1902916	LESCO
Registration Number:	1938075	LESCO
Registration Number:	1989470	LESCO
Registration Number:	1975751	LESCO
Registration Number:	3283559	LESCO ECOSENTIAL FOR THE WORLD WE LIVE I
Registration Number:	3215723	LESCO MELT
Registration Number:	3215724	LESCO MELT II
Registration Number:	1915665	LESCO SERVICE CENTER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2081918	LESCO STORES-ON-WHEELS
Registration Number:	2949988	LESCODIRECT
Registration Number:	2903343	MANICURE
Registration Number:	3419446	MANSION
Registration Number:	1818653	POLY PLUS
Registration Number:	1415551	PRE-M
Registration Number:	2518525	PROSECUTOR
Registration Number:	3415219	REGIMAX PGR
Registration Number:	3111946	SPECTATOR
Registration Number:	2869475	STONEWALL
Registration Number:	2113129	STORES-ON-WHEELS
Registration Number:	3236785	TOURNAMENT
Registration Number:	1543159	TRACKER

**CORRESPONDENCE DATA**

**Fax Number:** 2123037064

*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.*

**Phone:** 2123186824

**Email:** christinedionne@paulhastings.com

**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP

**Address Line 1:** 200 Park Avenue

**Address Line 4:** New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	78303.00096 (LESCO)
<b>NAME OF SUBMITTER:</b>	Christine Dionne
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	05/09/2016

**Total Attachments: 5**

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**TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT**

This **TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of April 29, 2016, by and between **ING CAPITAL LLC**, in its capacity as the resigning administrative agent (the "Resigning Agent") and **UBS AG, STAMFORD BRANCH**, in its capacity as the successor administrative agent ("Successor Agent").

**WHEREAS**, Resigning Agent is a party to that certain Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks (the "Trademark Security Agreement"; terms capitalized but not defined herein shall have the meaning assigned to such term therein) entered into as of December 23, 2013 with **LESCO, INC.** (the "Grantor"), and such Trademark Security Agreement is recorded at Reel/Frame: 5180/0912;

**WHEREAS**, pursuant to the Trademark Security Agreement, Resigning Agent was granted, for the benefit of the Lenders, a security interest in the Grantors' Trademarks (as defined in the Security Agreement), including the trademarks listed on Schedule A attached hereto;

**WHEREAS**, pursuant to that certain Third Amendment to Credit Agreement dated of even date herewith, Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

**WHEREAS**, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

**IN CONSIDERATION** of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

**Assignment**

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement, including Resigning Agent's security interest in the Grantor's Trademarks.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent under the Trademark Security Agreement shall be terminated.

(c) The Resigning Agent further agrees, at the Grantor's request, to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Trademark Security Agreement to the Successor Agent; and (ii) execute and deliver to Successor Agent or Grantor such additional documents and shall provide such additional information as Successor Agent or Borrowers may reasonably request to carry out the terms of this Agreement.

### Miscellaneous

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**


(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

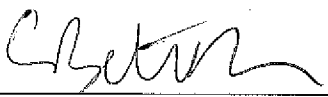
(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

**ING CAPITAL LLC,**  
in its capacity as the Resigning Agent

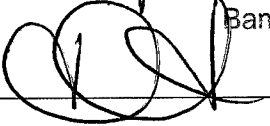
By:   
Name: Keith Alexander  
Title: Managing Director

By:   
Name: Clifford Beltzer  
Title: Vice President

**UBS AG, STAMFORD BRANCH,**  
in its capacity as the Successor Agent

By:  \_\_\_\_\_

Name: Craig Pearson  
Title: Associate Director  
Banking Product Services, US

By:  \_\_\_\_\_

Name:  
Title: Darlene Arias  
Director

## SCHEDULE A

### Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CONFLICT	78755848	11/17/2005	3386489	2/19/2008
CROSSCHECK	78248414	5/12/2003	2865049	7/20/2004
DOUBLE EAGLE	76381575	3/13/2002	2785530	11/25/2003
ECOSENTIAL	78533699	12/16/2004	3573932	2/10/2009
ELITE	77766234	6/23/2009	3749099	2/16/2010
EZ-LAWN	77031893	10/30/2006	3612867	4/28/2009
LESCO	74542743	6/24/1994	1986533	7/16/1996
LESCO	74542742	6/24/1994	1989473	7/30/1996
LESCO	74542745	6/24/1994	1901402	6/27/1995
LESCO	74542744	6/24/1994	1989474	7/30/1996
LESCO	74544526	7/1/1994	1902916	7/4/1995
LESCO	74540911	6/22/1994	1938075	11/28/1995
LESCO	74541351	6/23/1994	1989470	7/30/1996
LESCO	74542746	6/24/1994	1975751	5/28/1996
LESCO ECOSENTIAL FOR THE WORLD WE LIVE IN & DESIGN	78565298	2/11/2005	3283559	8/21/2007
LESCO MELT & DESIGN	78882164	5/12/2006	3215723	3/6/2007
LESCO MELT II & DESIGN	78882168	5/12/2006	3215724	3/6/2007
LESCO SERVICE CENTER	74540912	6/22/1994	1915665	8/29/1995
LESCO STORES-ON-WHEELS	74584423	10/11/1994	2081918	7/22/1997
LESCODIRECT	78239211	4/17/2003	2949988	5/10/2005
MANICURE	78295410	9/3/2003	2903343	11/16/2004
MANSION	77129710	3/13/2007	3419446	4/29/2008
POLY PLUS	74378507	4/9/1993	1818653	2/1/1994
PRE-M	73588739	3/18/1986	1415551	11/4/1986
PROSECUTOR	75902659	1/24/2000	2518525	12/11/2001
REGIMAX PGR	77081906	1/12/2007	3415219	4/22/2008
SPECTATOR	78673522	7/19/2005	3111946	7/4/2006
STONEWALL	78253694	5/23/2003	2869475	8/3/2004
STORES-ON-WHEELS	75023683	11/22/1995	2113129	11/11/1997
TOURNAMENT	78882149	5/12/2006	3236785	5/1/2007
TRACKER	73762076	11/7/1988	1543159	6/13/1989