

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHEASTERN SUPPLY CO., LLC		05/13/2016	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK		
Street Address:	10333 North Meridian Street, Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	Indiana banking institution: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4768025	SESCO	
Registration Number:	4768750	SESCO SOUTHEASTERN SUPPLY CO.	
CORRESPONDENCE DATA			
Fax Number:	3172386282		
<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:	3172386282		
Email:	ashanehsaz@kdlegal.com		
Correspondent Name:	Abraham J. Shanehsaz, Esq.		
Address Line 1:	12800 N. Meridian Street, Suite 300		
Address Line 4:	Carmel, INDIANA 46032		
NAME OF SUBMITTER:	Abraham J. Shanehsaz		
SIGNATURE:	/Abraham J. Shanehsaz/		
DATE SIGNED:	05/16/2016		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of May 13, 2016, by SOUTHEASTERN SUPPLY CO., LLC, an Indiana limited liability company with a mailing address of 6312 Southeastern Avenue, Indianapolis, Indiana 46205 (the "Grantor"), in favor of FIRST MERCHANTS BANK, an Indiana banking institution with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290, and its successors and assigns (the "Bank").

RECITALS

A. Grantor, among other parties, has entered into an Amended and Restated Credit Agreement dated as of even date (as amended and in effect from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Grantor.

B. Grantor has entered into an Amended and Restated Security Agreement dated as of the date hereof (such Security Agreement, as such document is amended, restated, supplemented or otherwise modified from time to time, collectively the "Collateral Agreement") with Bank pursuant to which certain obligations of Grantor owed to Bank are secured.

E. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Bank a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

SOUTHEASTERN SUPPLY CO., LLC,
an Indiana limited liability company

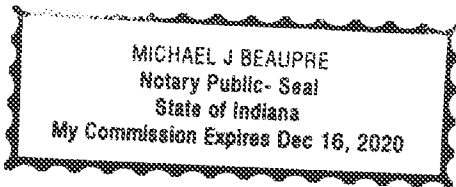
By: **THE HAHN COMPANIES, LLC,**
an Indiana limited liability company, its sole member

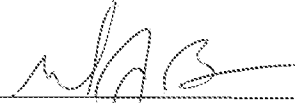
By: 
Scott J. Brown, Member

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Scott J. Brown, a Member of The Hahn Companies, LLC, an Indiana limited liability company and the sole member of Southeastern Supply Co., LLC, an Indiana limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as such member.

WITNESS my hand and Notarial Seal this 9 day of May, 2016.




Notary Public
Michael J Beaupre
Notary Public (Printed)

My Commission Expires:
12-16-2020

My County of Residence:
Marion

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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

<u>OWNER</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>
Southeastern Supply Co., LLC	SESCO	4,768,025
Southeastern Supply Co., LLC	SESCO SOUTHEASTERN SUPPLY CO. (and Design)	4,768,750