

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM403316

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
84 IP, LLC		10/25/2016	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1412848	84
Registration Number:	4617045	84
Registration Number:	4613977	84
Registration Number:	4613979	84
Registration Number:	4617042	84
Registration Number:	4617043	84
Registration Number:	4613673	84
Registration Number:	4613674	84
Registration Number:	4613978	84
Registration Number:	4613980	84
Registration Number:	4613683	84
Registration Number:	4613675	84
Registration Number:	4613676	84
Registration Number:	4613679	84
Registration Number:	4613681	84
Registration Number:	4701417	84
Registration Number:	4701419	84
Registration Number:	4701418	84
Registration Number:	4701420	84

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4617044	84 LUMBER
Registration Number:	4631513	84 LUMBER
Registration Number:	3064876	84 LUMBER BUILDING HOPE
Registration Number:	3061894	84 LUMBER BUILDING HOPE
Registration Number:	4637318	84 LUMBER
Registration Number:	4631514	84 LUMBER
Registration Number:	4631515	84 LUMBER
Registration Number:	4701421	84 LUMBER
Registration Number:	4701422	84 LUMBER
Serial Number:	87105861	84
Serial Number:	86941263	84 LUMBER TINY HOMES
Serial Number:	86941273	84 LUMBER TINY HOUSES
Serial Number:	86941258	84 LUMBER TINY LIVING
Serial Number:	86941275	84 LUMBER TINY LIVING
Serial Number:	86941277	TINY LIVING BY 84 LUMBER
Serial Number:	86973327	BEEN THERE. BUILT THAT.

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 10/26/2016

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: Pennsylvania

Execution Date(s) October 25, 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

City: New York

State: NY

Country: USA Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC 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 Second Amended and Restated Trademark Security Agreement
- 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: clsuds@albany.wolfersklower.com

6. Total number of applications and registrations involved: 35

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

Joanne BL Arnold

Name of Person Signing

October 25, 2016
Date

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]

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25 day of October, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each, individually, a "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as a co-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.

W I T N E S S E T H :

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated of even date herewith (as hereinafter amended, modified, supplemented, renewed, restated, refinanced, restructured or replaced, the "Credit Agreement"), 84 Lumber Company, a Pennsylvania limited partnership ("84 Lumber"), and together with such other Persons who from time to time become Borrowers pursuant to Section 6.20 of the Credit Agreement, the "Borrowers" and each, a "Borrower"), Pierce Hardy Limited Partnership, a Pennsylvania limited partnership ("PHLP"), Hardy Management Company, Inc., a Nevada corporation ("HMCI"), 84 IP, LLC (the surviving entity of a merger with Joseph A. Hardy & Associates), a Pennsylvania limited liability company ("84 IP"), 84 Properties LLC, a Delaware limited liability company ("84 Properties"), 84 LADC, LLC, a Pennsylvania limited liability company ("84 LADC"), 84 Financial L.P., a Delaware limited partnership ("84 Financial"), and 84 Outdoor, LLC, a Pennsylvania limited liability company ("84 Outdoor", and, together with PHLP, HMCI, 84 IP, 84 Properties, 84 LADC, 84 Financial, and together with such other Persons who from time to time become Guarantors pursuant to Section 6.20 of the Credit Agreement, the "Guarantors"), the lenders from time to time party thereto (the "Lenders"), Wells Fargo Bank, National Association, as the administrative agent and a co-collateral agent, and PNC Bank, National Association, as a co-collateral agent, the Lender Group is willing to make the Commitments available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Amended and Restated Trademark Security Agreement, dated as of April 6, 2012, among Collateral Agent, and certain Grantors, as amended by Trademark Security Agreement, dated March 16, 2016, by and between Collateral Agent and 84 IP (as heretofore amended, modified or supplemented, the "Existing Trademark Agreement"), certain Grantors granted to the Existing Collateral Agent Liens upon and security interests in and to the Trademark Collateral;

WHEREAS, the Lender Group is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, the Second Amended and Restated Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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, each Grantor hereby agrees that the Existing Trademark Agreement is amended and restated as follows:

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 TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "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 such 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 the Grantors, 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 any 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. Each 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 any Grantor shall obtain rights to any new Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors 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 Grantors' obligations under this Section 5, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantors. 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 other Loan Document 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 other Loan Document 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 other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, 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 in any other Loan Document 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 in any other Loan Document 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).

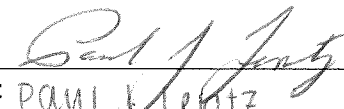
9. AMENDMENT AND RESTATEMENT. Each Grantor hereby expressly assumes, adopts and ratifies the Existing Trademark Security Agreement and acknowledges, confirms and agrees that: (a) such Grantor is and shall continue to be unconditionally liable in all respects for all of the Obligations pursuant to the Existing Trademark Security Agreement, without offset, defense or counterclaim of any kind, nature or description whatsoever, (b) the agreements and obligations of such Grantor contained in the Existing Trademark Security Agreement constitutes the legal, valid and binding obligations of such Grantor enforceable against such Grantor in accordance with its respective terms, (c) the Liens of the Collateral Agent in the Trademark Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests, whether under the Existing Trademark Security Agreement, this Trademark Security Agreement or any of the other Loan Documents, and (d) except as otherwise stated herein, as of the date hereof, the terms, conditions, covenants, agreements, representations and warranties set forth in the Existing Trademark Security Agreement are hereby replaced and superseded in their entirety by the terms, conditions, covenants, agreements, representations and warranties set forth in this Trademark Security Agreement. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the obligations and liabilities of any Grantor evidenced by or arising under the Existing Trademark Security Agreement and the Liens securing such obligations and liabilities, which shall not in any manner be impaired, limited,

terminated, satisfied, extinguished, waived or released.

[signature page follows]

IN WITNESS WHEREOF, each 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: PAUL J. LENTZ
Title: Chief Financial Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations

Mark	Registration No.	Registration Date
84	1,412,848	10/14/1986
84	4,617,045	10/7/2014
84	4,613,977	9/30/2014
84	4,613,979	9/30/2014
84	4,617,042	10/7/2014
84	4,617,043	10/7/2014
84	4,613,673	9/30/2014
84	4,613,674	9/30/2014
84	4,613,978	9/30/2014
84	4,613,980	9/30/2014
84	4,613,683	9/30/2014
84	4,613,675	9/30/2014
84	4,613,676	9/30/2014
84	4,613,679	9/30/2014
84	4,613,681	9/30/2014
84	4,701,417	3/10/2015
84	4,701,419	3/10/2015
84	4,701,418	3/10/2015
84	4,701,420	3/10/2015
84 Lumber	4,617,044	10/7/2014
84 Lumber	4,631,513	11/4/2014
84 Lumber Building Hope	3,064,876	3/7/2006
84 Lumber Building Hope	3,061,894	2/28/2006
84 Lumber	4,637,318	11/11/2014
84 Lumber	4,631,514	11/4/2014
84 Lumber	4,631,515	11/4/2014
84 Lumber	4,701,421	3/10/2015
84 Lumber	4,701,422	3/10/2015

United States Trademark Applications

Mark	Serial No.	Application Date
84	87-105,861	7/15/2016
84 Lumber Tiny Homes	86-941,263	3/15/2016
84 Lumber Tiny Houses	86-941,273	3/15/2016
84 Lumber Tiny Living	86-941,258	3/15/2016
84 Lumber Tiny Living	86-941,275	3/15/2016
Tiny Living by 84 Lumber	86-941,277	3/15/2016
Been There, Built That	86-973,327	4/12/2016

Trademark Licenses

As provided in the Amended and Restated Intellectual Property Agreement, dated March 16, 2016, by and between 84 IP, LLC (“Licensor”) and 84 Lumber Company (“Licensee”), Licensor has licensed all trademarks listed above to Licensee.