

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM403727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
84 Lumber Company		10/25/2016	Limited Partnership: PENNSYLVANIA
84 IP, LLC		10/25/2016	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	1525 West W.T. Harris Blvd.		
<b>Internal Address:</b>	MAC D1109-019		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1412848	84	
<b>Registration Number:</b>	3061894	84 LUMBER BUILDING HOPE	
<b>Registration Number:</b>	3064876	84 LUMBER BUILDING HOPE	
<b>Registration Number:</b>	4613978	84	
<b>Registration Number:</b>	4613977	84	
<b>Registration Number:</b>	4613683	84	
<b>Registration Number:</b>	4613679	84	
<b>Registration Number:</b>	4613675	84	
<b>Registration Number:</b>	4613673	84	
<b>Registration Number:</b>	4613980	84	
<b>Registration Number:</b>	4613979	84	
<b>Registration Number:</b>	4613681	84	
<b>Registration Number:</b>	4613676	84	
<b>Registration Number:</b>	4613674	84	
<b>Registration Number:</b>	4617044	84 LUMBER	
<b>Registration Number:</b>	4617045	84	

OP \$890.00 1412848

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4617042	84
Registration Number:	4617043	84
Registration Number:	4631513	84 LUMBER
Registration Number:	4631514	84 LUMBER
Registration Number:	4631515	84 LUMBER
Registration Number:	4637318	84 LUMBER
Registration Number:	4701422	84 LUMBER
Registration Number:	4701421	84 LUMBER
Registration Number:	4701418	84
Registration Number:	4701417	84
Registration Number:	4701420	84
Registration Number:	4701419	84
Serial Number:	86941258	84 LUMBER TINY LIVING
Serial Number:	86941263	84 LUMBER TINY HOMES
Serial Number:	86941273	84 LUMBER TINY HOUSES
Serial Number:	86941275	84 LUMBER TINY LIVING
Serial Number:	86941277	TINY LIVING BY 84 LUMBER
Serial Number:	86973327	BEEN THERE. BUILT THAT.
Serial Number:	87105861	84

#### CORRESPONDENCE DATA

**Fax Number:** 7043738822

*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:** (704) 373-4640

**Email:** bsmith@mcguirewoods.com

**Correspondent Name:** Betty G. Smith, Senior Paralegal

**Address Line 1:** McGuireWoods LLP, 201 N. Tryon Street

**Address Line 2:** Suite 3000

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	2029724-0789
<b>NAME OF SUBMITTER:</b>	Betty G. Smith
<b>SIGNATURE:</b>	/Betty G. Smith/
<b>DATE SIGNED:</b>	10/31/2016

#### Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 25<sup>th</sup> day of October, 2016, among 84 LUMBER COMPANY, a Pennsylvania limited partnership (“84 Lumber”), 84 IP, LLC, a Pennsylvania limited liability company (“84 IP”), and together with 84 Lumber, each a “Grantor” and collectively the “Grantors”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as the 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 Term Loan Credit Agreement, dated of even date herewith (as hereinafter amended, modified, supplemented, renewed, restated, refinanced, restructured or replaced, the “Credit Agreement”), by and among 84 Lumber 84 Properties, LLC, a Delaware limited liability company, and Pierce Hardy Limited Partnership, a Pennsylvania limited partnership, as borrowers (collectively, the “Borrowers”), the lenders party thereto, as lenders (individually each, a “Lender” and collectively, the “Lenders”) and Wells Fargo Bank, National Association, as administrative agent (the “Administrative Agent”), 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, the Guaranty Agreement (as defined below), the Security Agreement (as defined below), and 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”), the Lenders have made certain financial accommodations to the Borrowers;

WHEREAS, pursuant to the Guaranty Agreement, dated of even date herewith (as hereinafter amended, modified, supplemented, renewed, restated, refinanced, restructured or replaced, the “Guaranty Agreement”), by and among 84 IP, the other Guarantors party thereto and the Collateral Agent, 84 IP guaranteed the prompt payment and performance of all Guaranteed Obligations of the Borrowers and their Subsidiaries;

WHEREAS, pursuant to the Security Agreement, dated of even date herewith (as hereinafter amended, modified, supplemented, renewed, restated, refinanced, restructured or replaced, the “Security Agreement”), by and among 84 Lumber, 84 IP, the other Grantors party thereto and the Collateral Agent, 84 Lumber and 84 IP have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, and lien upon, all Collateral owned thereby; and

WHEREAS, pursuant to the Security Agreement, 84 Lumber, 84 IP, the other Grantors party thereto are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

WHEREAS, 84 IP 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 1 to the Trademark Security Agreement (collectively, the “84 IP Collateral”);

WHEREAS, pursuant to that certain Intellectual Property Agreement, dated as of January 1, 2016, by and between 84 Lumber and 84 IP (as hereinafter amended, modified, supplemented, renewed, restated, restructured or replaced, the “IP Agreement”), 84 Lumber is the holder of exclusive world-wide licenses to use certain trademarks, tradenames, trade styles and service marks described in Schedule 2 to

the Trademark Security Agreement (collectively, the “84 Lumber Collateral”, and together with the 84 IP Collateral, the “Trademark Collateral”);

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:

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 first priority security interest in all of such Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired Trademark Collateral:

A. all of such Grantor’s Trademarks, including those referred to on Schedule 1 hereto;

B. all of such Grantor’s Intellectual Property Licenses, including, without limitation, each Intellectual Property License described in Schedule 2.

C. 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;

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

E. 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

F. all products and proceeds of the foregoing, including any claim by the Grantors 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. The Grantors hereby acknowledge and affirm 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 the Grantors 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 1 and/or Schedule 2 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 1 or Schedule 2 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 1 and/or Schedule 2.

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.

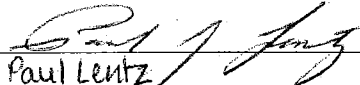
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any of the other Loan Documents clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" 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).

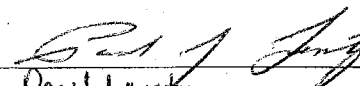
[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

84 LUMBER COMPANY, as Grantor

By:   
Name: Paul Lentz  
Title: Chief Financial Officer

84 IP, LLC, as Grantor

By:   
Name: Paul Lentz  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as the Collateral Agent

By: Timothy J. Glass  
Name: Timothy J. Glass  
Title: Vice President

84 Lumber Company  
Term Loan Trademark Security Agreement  
Signature Page

**TRADEMARK**  
**REEL: 005910 FRAME: 0328**



SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT  
(Trademarks)

<u>Country</u>	<u>Mark</u>	<u>Registration No. or Application Number</u>	<u>Status</u>	<u>Registration Date or File Date</u>
United States	84 LOGO	1,412,848	Registered	10/14/1986
United States	84 LUMBER BUILDING HOPE	3,061,894	Registered	2/28/2006
United States	84 LUMBER BUILDING HOPE	3,064,876	Registered	3/7/2006
United States	84 DESIGN	4,613,978	Registered	9/30/2014
United States	84 DESIGN	4,613,977	Registered	9/30/2014
United States	84 DESIGN	4,613,683	Registered	9/30/2014
United States	84 DESIGN	4,613,679	Registered	9/30/2014
United States	84 DESIGN	4,613,675	Registered	9/30/2014
United States	84 DESIGN	4,613,673	Registered	9/30/2014
United States	84	4,613,980	Registered	9/30/2014
United States	84	4,613,979	Registered	9/30/2014
United States	84	4,613,681	Registered	9/30/2014
United States	84	4,613,676	Registered	9/30/2014
United States	84	4,613,674	Registered	9/30/2014
United States	84 LUMBER	4,617,044	Registered	10/7/2014
United States	84 LUMBER	4,617,045	Registered	10/7/2014
United States	84 DESIGN	4,617,042	Registered	10/7/2014
United States	84 DESIGN	4,617,043	Registered	10/7/2014
United States	84 LUMBER	4,631,513	Registered	11/4/2014
United States	84 LUMBER	4,631,514	Registered	11/4/2014
United States	84 LUMBER	4,631,515	Registered	11/4/2014
United States	84 LUMBER	4,637,318	Registered	11/11/2014
United States	84 LUMBER	4,701,422	Registered	3/10/2015
United States	84 LUMBER	4,701,421	Registered	3/10/2015
United States	84 DESIGN	4,701,418	Registered	3/10/2015
United States	84 DESIGN	4,701,417	Registered	3/10/2015
United States	84	4,701,420	Registered	3/10/2015
United States	84	4,701,419	Registered	3/10/2015
United States	84 LUMBER TINY LIVING	86-941,258	Published	3/15/2016
United States	84 LUMBER TINY	86-941,263	Published	3/15/2016

<u>Country</u>	<u>Mark</u>	<u>Registration No. or Application Number</u>	<u>Status</u>	<u>Registration Date or File Date</u>
	HOMES			
United States	84 LUMBER TINY HOMES	86-941,273	Published	3/15/2016
United States	84 LUMBER TINY LIVING	86-941,275	Published	3/15/2016
United States	TINY LIVING BY 84 LUMBER	86-941,277	Published	3/15/2016
United States	BEEN THERE. BUILT THAT.	86-973,327	Published	4/12/2016
United States	84	87-105,861	Pending	7/15/2016

SCHEDULE 2  
TO  
TRADEMARK SECURITY AGREEMENT

(Licenses)

Licenses to the following trademarks granted pursuant to that certain Amended and Restated Intellectual Property Agreement by and between 84 IP, LLC, as Licensor and 84 Lumber Company, as Licensee dated as of March 16, 2016:

<b>Mark</b>	<b>Registration No.</b>
84	4,701,419
84	4,701,420
84	4,613,674
84	4,613,676
84	4,613,681
84	4,613,979
84	4,613,980
84	4,617,043
84 Design	4,701,417
84 Design	4,701,418
84 Design	4,613,673
84 Design	4,613,675
84 Design	4,613,679
84 Design	4,613,683
84 Design	4,613,977
84 Design	4,613,978
84 Design	4,617,042
84 Design	4,617,045
84 Logo	1,412,848
84 LUMBER	4,701,421
84 LUMBER	4,701,422
84 LUMBER	4,637,318
84 LUMBER	4,617,044
84 LUMBER	4,631,513
84 LUMBER	4,631,514
84 LUMBER	4,631,515

<b>Mark</b>	<b>Registration No.</b>
84 LUMBER BUILDING HOPE	3,061,894
84 LUMBER BUILDING HOPE	3,064,876