

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM407844

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Term Loan Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morrison Supply Company, LLC		10/31/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>Internal Address:</b>	27th floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4658880	SWIFTAIRE	
Registration Number:	4658881	SWIFTAIRE	
Registration Number:	4548378	SWIFTAIRE	
Registration Number:	4548358		
Registration Number:	4544011	SWIFTAIRE	
Registration Number:	4580564	GEMLINE	
Registration Number:	4278230	MORRISON SUPPLY COMPANY	
Registration Number:	4278232	MORRISON	
Registration Number:	4278231	MORRISON SUPPLY	
Registration Number:	4403919	MORSCO	
Registration Number:	3432864	KIVA KITCHEN & BATH	
Registration Number:	4762115	YOUR LOCAL CONTRACTOR SUPPLY SOURCE	
Registration Number:	4787200	MORSCO	
Registration Number:	4783236	EXPRESSIONS HOME GALLERY	
Registration Number:	5021661	EXPRESSIONS HOME GALLERY	
Registration Number:	5018029	INHOTWATER	
Registration Number:	5018028	INHOTWATER	

CH \$440.00 4658880

**CORRESPONDENCE DATA****Fax Number:** 2127514864

*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:** 212-906-1200**Email:** angela.amaru@lw.com**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru**Address Line 1:** 885 Third Avenue**Address Line 2:** Suite 1000**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	039269-0463
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/S/ Angela M. Amaru
<b>DATE SIGNED:</b>	12/06/2016

**Total Attachments: 7**

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## TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 31, 2016, (this “Agreement”), among Fortiline, LLC, a North Carolina limited liability company and Morrison Supply Company, LLC, a Texas limited liability (each, a “Grantor”) and Barclays Bank PLC, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Agent”).

Reference is made to that certain Guaranty and Security Agreement, dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Guaranty and Security Agreement”), by and among each Grantor, the other grantors party thereto and the Agent. The Term Loan Lenders (as defined below) have extended credit to MORSCO, Inc. (the “Borrower”) pursuant to that certain Term Loan Agreement, dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Term Loan Agreement”), by and among the Borrower, Patriot Supply Intermediate, Inc., the lenders from time to time party thereto (the “Term Loan Lenders”) the Agent and the joint lead arrangers and joint bookrunners party thereto. Consistent with the requirements of the Term Loan Agreement and the Guaranty and Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guaranty and Security Agreement or the Term Loan Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Guaranty and Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title to and interest in, all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability of such intent-to-use Trademark application under applicable Requirements of Law; and

(b) to the extent not captured by the above, all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Guaranty and Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

SECTION 4. **Recordation.** Each Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

SECTION 5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. **Counterparts.** 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. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day first above written.

FORTILINE, LLC  
MORRISON SUPPLY COMPANY, LLC

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

Name: Kerry Warren

Title: Vice President, Chief Financial Officer,  
Treasurer and Assistant Secretary

*(Signature Page to IP Security Agreement)*

BARCLAYS BANK PLC,  
as the Agent

By: 

Name:

Title:

Ronnis Glenn  
Vice President

*(Signature Page to IP Security Agreement)*

**TRADEMARK**  
**REEL: 005935 FRAME: 0764**

**SCHEDULE I**

MARKS


Registration No./ Registration Date	Registered Owner	Mark
4658880 23-DEC-2014	MORRISON SUPPLY COMPANY, LLC	SWIFTAIRE
4658881 23-DEC-2014	MORRISON SUPPLY COMPANY, LLC	SWIFTAIRE 
4548378 10-JUN-2014	MORRISON SUPPLY COMPANY, LLC	SWIFTAIRE 
4548358 10-JUN-2014	MORRISON SUPPLY COMPANY, LLC	<i>Design Only</i> 
4544011 03-JUN-2014	MORRISON SUPPLY COMPANY, LLC	SWIFTAIRE  SWIFTAIRE
4580564 05-AUG-2014	MORRISON SUPPLY COMPANY, LLC	GEMLINE  GEMLINE
4278230 22-JAN-2013	MORRISON SUPPLY COMPANY, LLC	MORRISON SUPPLY COMPANY
4278232 22-JAN-2013	MORRISON SUPPLY COMPANY, LLC	MORRISON

Schedule I

Registration No./ Registration Date	Registered Owner	Mark
4278231  22-JAN-2013	MORRISON SUPPLY COMPANY, LLC	MORRISON SUPPLY
4403919  17-SEP-2013	MORRISON SUPPLY COMPANY, LLC	MORSCO
3432864  20-MAY-2008	MORRISON SUPPLY COMPANY, LLC	KIVA KITCHEN & BATH
4762115  23-JUN-2015	MORRISON SUPPLY COMPANY, LLC	YOUR LOCAL CONTRACTOR SUPPLY SOURCE
4787200  4-AUG-2015	MORRISON SUPPLY COMPANY, LLC	MORSCO  
4783236  28-JUN-2015	MORRISON SUPPLY COMPANY, LLC	EXPRESSIONS HOME GALLERY  
5021661  16-AUG-2016	MORRISON SUPPLY COMPANY, LLC	EXPRESSIONS HOME GALLERY
5018029  9-AUG-2016	MORRISON SUPPLY COMPANY, LLC	INHOTWATER  
5018028  9-AUG-2016	MORRISON SUPPLY COMPANY, LLC	INHOTWATER
4301352	FORTILINE, LLC	FORTILINE

Schedule I



Registration No./ Registration Date	Registered Owner	Mark
12-MAR-2013		
4316325  09-APR-2013	FORTILINE, LLC	FORTILINE WATERWORKS  

Schedule I

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US-DOCS\72769006.4

**RECORDED: 12/06/2016**

**TRADEMARK**  
**REEL: 005935 FRAME: 0767**