

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435145

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jones Stephens Corp.		06/22/2017	Corporation: ALABAMA

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Ave., 27th Floor
Internal Address:	Bank Debt Management Group
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: ENGLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4743485	ALL-IN-THE-FAMILY
Registration Number:	4708122	ALL-IN-THE-FAMILY
Registration Number:	5090760	JONES STEPHENS
Registration Number:	5090824	JONES STEPHENS
Registration Number:	5167445	KEEP 'EM AT YOUR COUNTER
Registration Number:	4788631	LIQUID LIGHTNING PRO

CORRESPONDENCE DATA

Fax Number: 2134432926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 43rd Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	41PX-202476
NAME OF SUBMITTER:	Julie Cravitz

TRADEMARK

SIGNATURE:	/julie cravitz/
DATE SIGNED:	07/13/2017
Total Attachments: 12 source=World and Main - Second Lien IPSA Supplement#page1.tif source=World and Main - Second Lien IPSA Supplement#page2.tif source=World and Main - Second Lien IPSA Supplement#page3.tif source=World and Main - Second Lien IPSA Supplement#page4.tif source=World and Main - Second Lien IPSA Supplement#page5.tif source=World and Main - Second Lien IPSA Supplement#page6.tif source=World and Main - Second Lien IPSA Supplement#page7.tif source=World and Main - Second Lien IPSA Supplement#page8.tif source=World and Main - Second Lien IPSA Supplement#page9.tif source=World and Main - Second Lien IPSA Supplement#page10.tif source=World and Main - Second Lien IPSA Supplement#page11.tif source=World and Main - Second Lien IPSA Supplement#page12.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Intellectual Property Security Agreement Supplement"), dated as of June 22, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Barclays Bank PLC, as Collateral Agent (in such capacity, the "Collateral Agent") for PennantPark Investment Administration, LLC, as Administrative Agent (in such capacity, the "Administrative Agent") and the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, HBC Holdings LLC, World and Main (Cranbury) LLC (f/k/a Howard Berger Co. LLC), HBC Chemical LLC, One Middlesex Warehousing LLC, Wordlock, Inc., HBC/FQ LLC, Handy Holdings LLC, World and Main (Houston) LLC (f/k/a Handy Hardware LLC), Plumbing Holdings Corporation and Jones Stephens Corp. (each a "Borrower" and collectively, "Borrowers"), Hardware Midco LLC ("Holdings"), the Administrative Agent and the Lenders from time to time party thereto have entered into the Second Lien Term Loan Credit Agreement, dated as of September 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans for the account of the Borrowers pursuant to, and upon the terms and subject to the conditions specified therein and the Lender Counterparties to enter into Cash Management Obligations and Swap Agreements;

WHEREAS, Borrowers, Holdings, the Administrative Agent and the Collateral Agent have entered into the Collateral Agency Agreement, dated as of December 19, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), pursuant to which the Administrative Agent and Lenders appointed the Collateral Agent for perfection purposes and the Collateral Agent agreed to such appointment, subject to the conditions specified therein, and the Grantors acknowledged such appointment;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Collateral Agreement (Second Lien) dated as of September 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") and the Intellectual Property Security Agreement (Second Lien), dated as of September 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the other Loan Parties; and

WHEREAS, under the terms of the Collateral Agreement and the Collateral Agency Agreement, the Grantors have granted a security interest in the Additional Intellectual Property Collateral (as defined in Section 2 below) of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties and each of the Grantors has agreed as a condition thereof to execute this Intellectual Property Security Agreement Supplement to supplement the

Intellectual Property Security Agreement and for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest in Additional Intellectual Property Collateral. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Additional Intellectual Property Collateral");

- (a) the Patents (as defined in the Collateral Agreement) set forth on Schedule A hereto;
- (b) the Trademarks (as defined in the Collateral Agreement) set forth on Schedule B hereto; and
- (c) the Copyrights (as defined in the Collateral Agreement) set forth on Schedule C hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Intellectual Property Collateral by each Grantor under this Intellectual Property Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement Supplement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 4. Collateral Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Additional Intellectual Property Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable

actions in connection with such Grantor's Additional Intellectual Property Collateral subject to a security interest hereunder.

SECTION 6. Counterparts. This Intellectual Property Security Agreement Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 7. Governing Law. This Intellectual Property Security Agreement Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

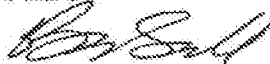
SECTION 8. Severability. In case any one or more of the provisions contained in this Intellectual Property Security Agreement Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9. Direction To Execute This Intellectual Property Security Agreement Supplement. The Collateral Agent is hereby authorized by the undersigned Administrative Agent and Lenders to enter into this Intellectual Property Security Agreement Supplement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

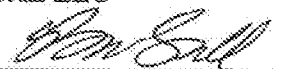
HBC HOLDINGS LLC

By: 
Name: Benjamin Small
Title: Chief Financial Officer

WORLD AND MAIN (CRANBURY), LLC

By: 
Name: Benjamin Small
Title: Chief Financial Officer

HBC CHEMICAL LLC

By: 
Name: Benjamin Small
Title: Chief Financial Officer

ONE MIDDLESEX WAREHOUSING LLC

By: 
Name: Benjamin Small
Title: Chief Financial Officer

WORDLOCK, INC.

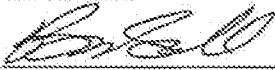
By: 
Name: Benjamin Small
Title: Chief Financial Officer

HBC/FQ LLC

By: 
Name: Benjamin Small
Title: Chief Financial Officer

[Signature Page to Second Lien Intellectual Property Security Agreement]

HANDY HOLDINGS LLC

By: 
Name: Benjamin Small
Title: Chief Financial Officer

WORLD AND MAIN (HOUSTON), LLC

By: 
Name: Benjamin Small
Title: Chief Financial Officer

PLUMBING HOLDINGS CORPORATION

By: 
Name: Benjamin Small
Title: Chief Financial Officer

JONES STEPHENS CORP.

By: 
Name: Benjamin Small
Title: Chief Financial Officer

HARDWARE MIDCO LLC

By: 
Name: Benjamin Small
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____
Name: May Huang
Title: Assistant Vice President

Internal Only

[Signature Page to Second Lien Intellectual Property Security Agreement Supplement]

**PENNANTPARK INVESTMENT
ADMINISTRATION, LLC, as Administrative Agent**

By: _____
Name: Aviv Efrat
Title: Chief Financial Officer

**PENNANTPARK INVESTMENT CORPORATION,
as a Lender**

By: _____
Name: Aviv Efrat
Title: Chief Financial Officer

**PENNANTPARK FLOATING RATE CAPITAL
LTD., as a Lender**

By: _____
Name: Aviv Efrat
Title: Chief Financial Officer

**PENNANTPARK FLOATING RATE FUNDING I,
LLC, as a Lender**

By: _____
Name: Aviv Efrat
Title: Chief Financial Officer

**PENNANTPARK CREDIT OPPORTUNITIES
FUND II, L.P., as a Lender**

By: _____
Name: Aviv Efrat
Title: Chief Financial Officer

Signature Page to Second Lien Intellectual Property Agreement Supplement

SCHEDULE A
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS:

United States Patent Applications:

<u>Owner</u>	<u>Application No.</u>	<u>Title</u>
World and Main (Cranbury), LLC	29/560,321	PLUMBING NUT
World and Main (Cranbury), LLC	14/803,861	WINDOW FAN WITH COVER
World and Main (Cranbury), LLC	29/572,223	PORTABLE HEATER
World and Main (Cranbury), LLC	29/572,223	PORTABLE HEATER

SCHEDULE B
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations:

<u>Owner</u>	<u>Registration No.</u>	<u>Trademark</u>
WORLD AND MAIN (CRANBURY), LLC	4,902,065	COMFORT ZONE
WORLD AND MAIN (CRANBURY), LLC	5,106,276	DELIVERING SIMPLICITY, FACILITATING SUCCESS
WORLD AND MAIN (CRANBURY), LLC	4,693,183	LOOP 'N LOCK
WORLD AND MAIN (CRANBURY), LLC	4,777,968	MATCHKEY
WORLD AND MAIN (CRANBURY), LLC	4,115,255	MOTHGUARD
WORLD AND MAIN (CRANBURY), LLC	5,106,254	WORLD AND MAIN
WORLD AND MAIN (CRANBURY), LLC	5,106,256	WORLD AND MAIN (and Design)
Jones Stephens Corp.	4,743,485	ALL-IN-THE-FAMILY
Jones Stephens Corp.	4,708,122	ALL-IN-THE-FAMILY
Jones Stephens Corp.	5,090,760	JONES STEPHENS
Jones Stephens Corp.	5,090,824	JONES STEPHENS [and Design]
Jones Stephens Corp.	15004852	JONES STEPHENS [Logo]
Jones Stephens Corp.	5,167,445	KEEP 'EM AT YOUR COUNTER
Jones Stephens Corp.	4,788,631	LIQUID LIGHTNING PRO

U.S. Trademark Applications:

<u>Owner</u>	<u>Application No.</u>	<u>Trademark</u>
WORLD AND MAIN (CRANBURY), LLC	87/141,818	AQUA PLUMB
WORLD AND MAIN (CRANBURY), LLC	86/508,779	CCC COMFORT ZONE
WORLD AND MAIN (CRANBURY), LLC	87/318,785	CLEANWAVE
WORLD AND MAIN (CRANBURY), LLC	86/433,048	COMFORT ZONE
WORLD AND MAIN (CRANBURY), LLC	87/314,995	COMFORT ZONE
WORLD AND MAIN (CRANBURY), LLC	87/105,364	GAM
WORLD AND MAIN (CRANBURY), LLC	86/900,332	HOT SHOT
WORLD AND MAIN (CRANBURY), LLC	86/412,110	POWERGEAR
WORLD AND MAIN (CRANBURY), LLC	86/678,805	PX PRO
WORLD AND MAIN (CRANBURY), LLC	87/088,718	U ULTRA HARDWARE (& Design)
WORLD AND MAIN (CRANBURY), LLC	87/090,191	U ULTRA HARDWARE (& Design)
WORLD AND MAIN (CRANBURY), LLC	87/092,834	U ULTRA SECURITY
WORLD AND MAIN (CRANBURY), LLC	87/092,887	U ULTRA SECURITY

FOREIGN TRADEMARKS:

Foreign Trademark Registrations:

<u>Owner</u>	<u>Registration No.</u>	<u>Country</u>	<u>Trademark</u>
HBC/FQ LLC	TMA542322	Canada	HAND IN HOUSE (Design)
HBC/FQ LLC	822848414	Brazil	HELPING HAND
HBC/FQ LLC	1695939	Mexico	HELPING HAND
HBC/FQ LLC	1695940	Mexico	HELPING HAND
HBC/FQ LLC	1695942	Mexico	HELPING HAND
WORLD AND MAIN (CRANBURY), LLC	TMA872,514	Canada	PRO-X & Design
WORLD AND MAIN (CRANBURY), LLC	540714	Colombia	PEST GUARD MOUSE GUARD

SCHEDULE C
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

- None.

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RECORDED: 07/14/2017

**TRADEMARK
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