

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plumbmaster, Inc.		04/16/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10067		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2906427	GATORSKIN	
Registration Number:	2994066	ETERNITY	
Registration Number:	4331006	PLUMBMASTER	
Registration Number:	4305143	PLUMBMASTER	
Registration Number:	4312413	PLUMBMASTER	
Registration Number:	4305147	PLUMBMASTER	
Registration Number:	4331010	SUPPLY AMERICA	
Registration Number:	4320303	WAREHOUSE SHOPPER	
Registration Number:	4320483	STOCK EZ KIT	
Registration Number:	4305320	DRAYNAMITE	
Registration Number:	4305319	LOOSE-N	
Registration Number:	4575776	GATORSKIN	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
TRADEMARK			

OP \$315.00 2906427

ATTORNEY DOCKET NUMBER:	058516-0013
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	04/16/2018

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2018 (this “Security Agreement”), is made by Wolverine Brass, Inc., a Delaware corporation (“Wolverine Brass”), Plumbmaster, Inc., a Delaware corporation, Professional Plumbing Group, Inc., a Delaware corporation (the “Borrower”), and Speakman Company, a Delaware corporation (“Speakman” and together with Wolverine Brass, Plumbmaster, and PPG, collectively the “Grantors” and each a “Grantor”), in favor of OWL ROCK CAPITAL CORPORATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Borrower, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of April 16, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantors, have entered into the Guaranty and Security Agreement, dated as of April 16, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by each Grantor in its own name as of the date hereof.

Section 5 Grantors Remain 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 its Trademarks and Trademark Licenses subject to a security interest hereunder.

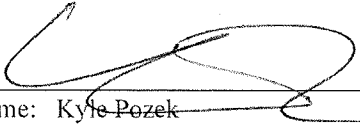
Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages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

Section 7 Governing Law. This Security Agreement 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.

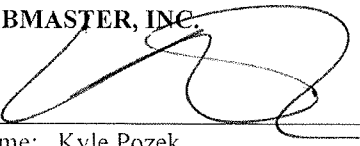
[Signature Pages Follow]

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.

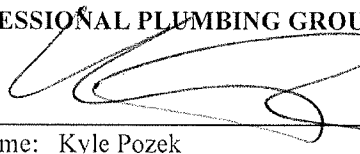
WOLVERINE BRASS, INC.

By: 
Name: Kyle Pozek
Title: Chief Financial Officer

PLUMBMASTER, INC.

By: 
Name: Kyle Pozek
Title: Chief Financial Officer

PROFESSIONAL PLUMBING GROUP, INC.

By: 
Name: Kyle Pozek
Title: Chief Financial Officer

SPEAKMAN COMPANY

By: 
Name: Kyle Pozek
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

OWL ROCK CAPITAL CORPORATION, as Administrative Agent

By: 

Name: Alan Kirshenbaum

Title: COO & CFO

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Owner	Serial Number	Country	Registration Number	Word Mark
Wolverine Brass, Inc.	76581647	US	2935926	BIG ORANGE
Wolverine Brass, Inc.	75936426	US	2455061	WOLVERINE BRASS
Wolverine Brass, Inc.	75244178	US	2147506	ENDURANCE
Wolverine Brass, Inc.	75120634	US	2159480	THE CENTENNIAL COLLECTION
Wolverine Brass, Inc.	8497357	China	8497357	WB WOLVERINEBRASS
Wolverine Brass, Inc.	86459701	US	4886819	ARTIS
Wolverine Brass, Inc.	86640790	US	4974761	WOLVERINEBRASS AUTHORIZED PLUMBER
Wolverine Brass, Inc.	86391861	US	5050303	THE BEAST
Wolverine Brass, Inc.	87254873	US	5388012	TIMELESS
Wolverine Brass, Inc.	87254857	US	5388011	VOGUE
Wolverine Brass, Inc.	86873693	US	5130319	THE BEAST
Plumbmaster, Inc.	78270916	US	2906427	GATORSKIN
Plumbmaster, Inc.	76604247	US	2994066	ETERNITY
Plumbmaster, Inc.	85687167	US	4331006	PLUMBMASTER (Class 8 Hand tools)
Plumbmaster, Inc.	85687163	US	4305143	PLUMBMASTER (Class 9 Electrical Supplies)
Plumbmaster, Inc.	85687224	US	4312413	PLUMBMASTER (Class 11 Plumbing Repair Parts)
Plumbmaster, Inc.	58687190	US	4305147	PLUMBMASTER (Class 6 Metal Hardware)
Plumbmaster, Inc.	85688328	US	4331010	SUPPLY AMERICA
Plumbmaster, Inc.	85688341	US	4320303	WAREHOUSE SHOPPER
Plumbmaster, Inc.	85696806	US	4320483	STOCK EZ KITS
Plumbmaster, Inc.	85696830	US	4305320	DRAYNAMITE
Plumbmaster, Inc.	85696819	US	4305319	LOOSE-N
Plumbmaster, Inc.	86156687	US	4575776	GATORSKIN
Speakman Company	72011113	US	643146	ANYSTREAM
Speakman Company	75615246	US	2314302	ANYSTREAM 2000
Speakman Company	72019268	US	647694	COMMANDER
Speakman Company	72260092	US	839441	COSMOPOLITAN
Speakman Company	72118375	US	729073	EASY-PUSH
Speakman Company	85906955	US	4443448	EYESAVER
Speakman Company	75196928	US	2112288	GRAVITYFLO
Speakman Company	87028153	US	5413515	OPERA
Speakman Company	86147512	US	4639844	OPTIMUS
Speakman Company	72142568	US	747129	SAFE-T-ZONE
Speakman Company	74022000	US	1673852	SENSORFLO
Speakman Company	73069372	US	1046298	SENTINEL MARK II
Speakman Company	72002583	US	633859	SPEAKMAN

II. TRADEMARK APPLICATIONS

Owner	Serial Number	Country	Registration	Word Mark
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			Number	
Professional Plumbing Group, Inc.	87595957	US		PRO-STOCK
Professional Plumbing Group, Inc.	87595980	US		PRO-TECH
Speakman Company	87169844	US		LIFESAVER