

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM477429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patrick Industries, Inc.		06/05/2018	Corporation: INDIANA
Dehco, Inc.		06/05/2018	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	130 North Adams Street		
Internal Address:	MAC N9843-011 1819		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54301		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4376875	ARCADIA	
Serial Number:	87569083	AUDIO TO GO	
Registration Number:	4887692	CENTENNIAL	
Registration Number:	4887693	CENTENNIAL	
Registration Number:	3602516	DIAMOND	
Registration Number:	4373725	IRV	
Registration Number:	5347789	IRV CONTROL	
Registration Number:	5347788	IRV CONTROL	
Registration Number:	4472212	IRV TECHNOLOGIES	
Registration Number:	4526498	VERVE	
Registration Number:	1291032	COLORIMETRIC	
Registration Number:	1318131	PLAS-T-COTE	
Registration Number:	1778362	COLORIMETRIC	
Registration Number:	3397405	DIVERSITY. DELIVERED.	
Registration Number:	4671599	PLAS-T-COTE	
CORRESPONDENCE DATA			

OP \$390.00 4376875

Fax Number:

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: 3172371029

Email: Abe.Shanehsaz@FaegreBD.com

Correspondent Name: Abe Jentry Shanehsaz

Address Line 1: 300 N. Meridian Street, Suite 2700

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	361176.4
NAME OF SUBMITTER:	Abe Jentry Shanehsaz
SIGNATURE:	/Abe J. Shanehsaz/
DATE SIGNED:	06/11/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of June, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of June 5, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among PATRICK INDUSTRIES, INC., an Indiana corporation (the "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, each of the Lenders is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lenders, that certain Amended and Restated Security Agreement, dated as of June 5, 2018 (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, Grantors are required to execute and deliver to Agent, for the benefit of Lenders, 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 as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I, other than any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) 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 Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement 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 refer to this Trademark Security Agreement as a whole and

not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements) other than (i) unasserted contingent indemnification Secured Obligations, and (ii) any Swap Obligations that, at such time, are allowed by the applicable Hedge Bank to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PATRICK INDUSTRIES, INC.,
an Indiana corporation

By: Joshua Boone
Joshua Boone,
Vice President – Finance, Chief Financial
Officer, Secretary and Treasurer

DEHCO, INC.,
an Indiana corporation

By: Joshua Boone
Joshua Boone, Vice President – Finance, Chief Financial
Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** a national banking
association

By: _____
David W. O'Neal, Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PATRICK INDUSTRIES, INC.,
an Indiana corporation

By: _____
Joshua Boone,
Vice President – Finance, Chief Financial
Officer, Secretary and Treasurer

DEHCO, INC.,
an Indiana corporation

By: _____
Joshua Boone, Secretary and Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:


**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association


By:  _____
David W. O'Neal, Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006350 FRAME: 0400

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark/Name/AN/RN	Status/Status Date	Owner Information	Application Date	Registration Date
<u>ARCADIA</u> RN: 4376875 SN: 85245746	Registered	Patrick Industries, Inc.	February 18, 2011	July 30, 2013
<u>AUDIO TO GO</u> SN: 87569083	Pending - Awaiting Review for Publication May 19, 2018	Patrick Industries, Inc.	August 15, 2017	
<u>CENTENNIAL</u> RN: 4887692 SN: 86409082	Registered	Patrick Industries, Inc.	September 29, 2014	January 19, 2016
<u>CENTENNIAL and Design</u>  RN: 4887693 SN: 86409097	Registered	Patrick Industries, Inc.	September 29, 2014	January 19, 2016
<u>DIAMOND</u> RN: 3602516 SN: 78767247	Registered	Patrick Industries, Inc.	December 6, 2005	April 7, 2009
<u>IRV</u> RN: 4373725 SN: 85734183	Registered	Patrick Industries Corp	September 20, 2012	July 23, 2013

Mark/Name/AN/RN	Status/Status Date	Owner Information	Application Date	Registration Date
<u>IRV CONTROL</u> (Stylized)  RN: 5347789 SN: 87318326	Registered	Patrick Industries Inc.	January 30, 2017	November 28, 2017
<u>IRV CONTROL</u> RN: 5347788 SN: 87318256	Registered	Patrick Industries Inc.	January 30, 2017	November 28, 2017
<u>IRV TECHNOLOGIES</u> RN: 4472212 SN: 85773787	Registered	Patrick Industries Corp	November 7, 2012	January 21, 2014
<u>VERVE</u> RN: 4526498 SN: 85736483	Registered	Patrick Industries, Inc.	September 24, 2012	May 6, 2014
COLORIMETRIC RN: 1291032 SN: 73437479	Registered	Dehco, Inc.	08/02/1983	8/21/1984
PLAS-T-COTE RN: 1318131 SN: 73397592	Registered	Dehco, Inc.	09/30/1982	2/5/1985
COLORIMETRIC RN: 1778362 SN: 74202800	Registered	Dehco, Inc.	09/12/1991	6/22/1993
DIVERSITY. DELIVERED RN: 3397405 SN: 77127694	Registered	Dehco, Inc.	03/10/2007	3/18/2008

Mark/Name/AN/RN	Status/Status Date	Owner Information	Application Date	Registration Date
PLAS-T-COTE RN: 4671599 SN: 86309176	Registered	Dehco, Inc.	06/13/2014	7/13/2015