

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480236

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORSCO Supply, LLC		07/02/2018	Limited Liability Company: TEXAS
Fortiline, LLC		07/02/2018	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	4 CHASE METROTECH CENTER
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5021661	EXPRESSIONS HOME GALLERY
Registration Number:	4783236	EXPRESSIONS HOME GALLERY
Registration Number:	4580564	GEMLINE
Registration Number:	4548358	
Registration Number:	4278232	MORRISON
Registration Number:	4278231	MORRISON SUPPLY
Registration Number:	4278230	MORRISON SUPPLY COMPANY
Registration Number:	4403919	MORSCO
Registration Number:	4787200	MORSCO
Registration Number:	4544011	SWIFTAIRE
Registration Number:	4658880	SWIFTAIRE
Registration Number:	4548378	SWIFTAIRE
Registration Number:	4658881	SWIFTAIRE
Registration Number:	4762115	YOUR LOCAL CONTRACTOR SUPPLY SOURCE
Registration Number:	5018028	INHOTWATER
Registration Number:	5018029	INHOTWATER
Registration Number:	3432864	KIVA KITCHEN & BATH

OP \$440.00 5021661

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4756**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Jay daSilva**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** F177896 TM**NAME OF SUBMITTER:** Rachel Klein**SIGNATURE:** /Rachel Klein/**DATE SIGNED:** 07/02/2018**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT dated as of July 2, 2018 (this "Agreement"), among MORSCO Supply, LLC, Fortiline, LLC and JPMorgan Chase Bank, N.A. ("JPMCB"), as US Collateral Agent.

Reference is made to the Syndicated Facility Agreement dated as of July 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Reece Limited (ACN 004 313 133), a public limited company organized under the laws of Australia ("Parent"), the US Borrower, the Australian Borrower, the Lenders and the Issuing Banks from time to time party thereto, JPMCB, as Term Facility Administrative Agent and US Collateral Agent, National Australia Bank Limited, as Revolving Facility Administrative Agent and Australian Collateral Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The US Loan Parties are Affiliates of the Borrowers and will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement, together with the Borrowers in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the US Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the US Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the US Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the US Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MORSCO SUPPLY, LLC
FORTILINE, LLC

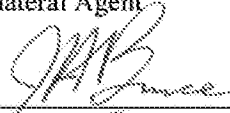
By:


Name: John Tomasso
Title: Vice President and Secretary

[Signature Page to Trademark Agreement]

JPMORGAN CHASE BANK, N.A.,
as US Collateral Agent

by




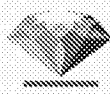

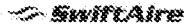

Name: JAMES A. BRUCE

Title: MANAGING DIRECTOR


[Signature Page to Trademark Security Agreement]

Trademarks / Trade Names Owned by MORSCO Supply, LLC

U.S. Trademark Registrations


Mark	Registration No.	Registered Date
EXPRESSIONS HOME GALLERY	5,021,661	08/16/2016
	4,783,236	07/28/2015
GEMLINE	4,580,564	08/05/2014
GEMLINE (Logo) 	4,548,358	06/10/2014
MORRISON	4,278,232	01/22/2013
MORRISON SUPPLY	4,278,231	01/22/2013
MORRISON SUPPLY COMPANY	4,278,230	01/22/2013
MORSCO	4,403,919	09/17/2013
MORSCO (and Design) 	4,787,200	08/04/2015
SWIFTAIRE	4,544,011	06/03/2014
SWIFTAIRE	4,658,880	12/23/2014
SWIFTAIRE (and Design) 	4,548,378	06/10/2014
SWIFTAIRE (and Design) 	4,658,881	12/23/2014
YOUR LOCAL CONTRACTOR SUPPLY SOURCE	4,762,115	06/23/2015
INHOTWATER	5,018,028	08/09/2016

SCHEDULE I

INHOTWATER (and Design) 	5,018,029	08/09/2016
KIVA KITCHEN & BATH	3,432,864	08/09/2016

Trademarks / Trade Names Owned by Fortiline, LLC

U.S. Trademark Registrations

Mark	Registration No.	Registered Date
FORTILINE WATERWORKS 	4,316,325	08/09/2016
FORTILINE	4,301,352	03/12/2013