

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485890

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION.		08/13/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	PLUMBING HOLDINGS CORPORATION
Street Address:	324A Half Acre Road
City:	Cranbury
State/Country:	NEW JERSEY
Postal Code:	08512
Entity Type:	Corporation: DELAWARE
Name:	JONES STEPHENS CORP.
Street Address:	324A Half Acre Road
City:	Cranbury
State/Country:	NEW JERSEY
Postal Code:	08512
Entity Type:	Corporation: ALABAMA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4013892	EURO DELUXE SERIES
Registration Number:	3286402	FINAL TOUCH
Registration Number:	2905873	JSC
Registration Number:	3450349	LEVELBEST
Registration Number:	3018988	LIQUID LIGHTNING
Registration Number:	3729703	PIPE BITE
Registration Number:	3729705	PIPE BITE PUSH-ON FITTINGS
Registration Number:	3020331	PLUMB AIRE
Registration Number:	4018478	PLUMBER TESTED THE PRO'S CHOICE
Registration Number:	4015144	PLUMBER TESTED THE PRO'S CHOICE.
Registration Number:	4407973	QUICKLEAN
Registration Number:	3188802	RINSE-QUIK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2456354	ULTRAFIT
Registration Number:	4126651	VALUE PLUS
Registration Number:	4788631	LIQUID LIGHTNING PRO
Registration Number:	4743485	ALL-IN-THE-FAMILY
Registration Number:	4708122	ALL-IN-THE-FAMILY
Registration Number:	5167445	KEEP 'EM AT YOUR COUNTER
Registration Number:	5090760	JONES STEPHENS
Registration Number:	5090824	JONES STEPHENS
Serial Number:	85959831	ALL-IN-THE-FAMILY
Serial Number:	85959809	ALL-IN-THE-FAMILY
Serial Number:	86137214	PLUMBEST

CORRESPONDENCE DATA

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/AG
DATE SIGNED:	08/13/2018

Total Attachments: 12

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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL, dated as of August 13, 2018 (this "**Release**"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent and successor-in-interest to Barclays Bank PLC (in such capacity, the "**Administrative Agent**"), in favor of the Grantors (as identified on Schedule A hereto).

WITNESSETH

WHEREAS, reference is hereby made to that certain Asset-Based Revolving Credit Agreement dated as of September 30, 2014 (as amended by the First Amendment to Asset-Based Revolving Credit Agreement, dated as of November 29, 2016, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo Bank"), as Administrative Agent ("Agent"), **BARCLAYS BANK PLC** and Wells Fargo Bank, as co-collateral agents (in such capacity, "Co-Collateral Agents"), and together with the Lenders and the Agent, the "Lender Group") as **HARDWARE MIDCO LLC**, a Delaware limited liability company ("Holdings"), and **HBC HOLDINGS LLC**, a Delaware limited liability company, **WORLD AND MAIN (CRANBURY) LLC (f/k/a HOWARD BERGER CO. LLC)**, a Delaware limited liability company, **HBC CHEMICAL LLC**, a Delaware limited liability company, **ONE MIDDLESEX WAREHOUSING LLC**, a Delaware limited liability company, **WORLDLOCK INC.**, a California Corporation, **HBC/FQ LLC**, a Delaware limited liability company, **HANDY HOLDINGS LLC**, a Delaware limited liability company, **WORLD AND MAIN (HOUSTON) LLC (f/k/a HANDY HARDWARE LLC)**, a Delaware limited liability company, **PLUMBING HOLDINGS CORPORATION**, a Delaware corporation, and **JONES STEPHENS CORP.**, an Alabama corporation;

WHEREAS, pursuant to the Credit Agreement, the grantors described on Schedule A (collectively, the "Grantors"), among others, and the Barclays Bank PLC, as former Administrative Agent, entered into an Intellectual Property Security Agreement, dated as of September 30, 2014 (as heretofore amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors, among others, executed an Intellectual Property Security Agreement, dated as of September 30, 2014, recorded with the U.S. Patent and Trademark Office on September 30, 2014 with the Trademarks recorded at Reel/Frame No. 5371/0631 and the Patents recorded at Reel/Frame No. 033860/0190 (as supplemented by the Intellectual Property Security Agreement Supplement, dated as of June 22, 2017, recorded with the U.S. Patent and Trademark Office on July 14, 2017 with the Trademarks recorded at Reel/Frame No. 6106/0127, the "**Intellectual Property Security Agreement**") pursuant to which the Grantors granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in each Grantor's right, title and interest in, to and under the Collateral (as defined in the Intellectual Property Security Agreement);

WHEREAS, in accordance with the terms of the release letter dated on or about the date of this Release (the Administrative Agent intends to release its security interests in the Collateral on behalf of itself and the other Secured Parties.

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


The Administrative Agent hereby TERMINATES, without recourse, representation or warranty of any kind or nature, and RELEASES, without recourse, representation or warranty of any kind or nature, all interests, promises and obligations pledged by the Grantors, including all of its security interest in the Collateral set forth in Schedule B, Schedule C and Schedule D attached hereto, and any associated goodwill.

The Administrative Agent agrees to provide the Grantors, at the Grantor's sole expense, with any additional authorization, documents or actions reasonably necessary to effect, evidence and perfect the release of the Administrative Agent's security interest in the Collateral on behalf of itself and the Secured Parties as set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent
and successor-in-interest to Barclays Bank PLC**

By: 
Name: ANDREW ROGOW
Title: VP

[Signature Page to Security Release]

**TRADEMARK
REEL: 006412 FRAME: 0139**

SCHEDULE A

GRANTORS

PLUMBING HOLDINGS CORPORATION
JONES STEPHENS CORP.

SCHEDULE B

PATENTS

UNITED STATES PATENTS:

<u>Owner</u>	<u>Patent No.</u>	<u>Title</u>
Jones Stephens Corp.	D785,140	Plumbing Nut

United States Patent Applications:

<u>Owner</u>	<u>Application No.</u>	<u>Title</u>
N/A		

U.S. Patent Licenses:

<u>Licensee</u>	<u>Licensor</u>	<u>Registration/ Application</u>	<u>Description</u>
Jones Stephens Corp.	John Thomas	Product tooling	No patent
Jones Stephens Corp.	Bakup, LLC	U.S. No. 6,691,331	Expires - May 2015
Jones Stephens Corp.	H/B Mfg. Inc.	Product tooling	Expired patent

FOREIGN PATENTS:

Foreign Patents:

<u>Owner</u>	<u>Registration No.</u>	<u>Country/State</u>	<u>Description</u>
N/A			

Foreign Patent Applications:

<u>Owner</u>	<u>Application No.</u>	<u>Country</u>	<u>Title</u>
N/A			

Foreign Patent Licenses:

<u>Licensee</u>	<u>Licensor</u>	<u>Country/State</u>	<u>Registration/ Application Number</u>	<u>Description</u>
Jones Stephens Corp.	Bakup , LLC	Canada	Canada Appl. 2,423,710	Expires May 2015

SCHEDULE C

TRADEMARKS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations:

<u>Owner</u>	<u>Registration No.</u>	<u>Trademark</u>
Jones Stephens Corp.	4,013,892	EURO DELUXE SERIES
Jones Stephens Corp.	3,286,402	FINAL TOUCH
Jones Stephens Corp.	2,905,873	JSC
Jones Stephens Corp.	3,450,349	LEVELBEST
Jones Stephens Corp.	3,018,988	LIQUID LIGHTNING
Jones Stephens Corp.	3,729,703	PIPE BITE
Jones Stephens Corp.	3,729,705	PIPE BITE PUSH-ON FITTINGS
Jones Stephens Corp.	3,020,331	PLUMB AIRE
Jones Stephens Corp.	4,018,478	PLUMBER TESTED THE PRO'S CHOICE
Jones Stephens Corp.	4,015,144	PLUMBER TESTED THE PRO'S CHOICE
Jones Stephens Corp.	4,407,973	QUICKLEAN
Jones Stephens Corp.	3,188,802	RINSE-QUIK
Jones Stephens Corp.	2,456,354	ULTRAFIT
Jones Stephens Corp.	4,126,651	VALUE PLUS
Jones Stephens Corp.	4,788,631	LIQUID LIGHTNING PRO
Jones Stephens Corp.	4,743,485	ALL-IN-THE-FAMILY
Jones Stephens Corp.	4,708,122	ALL-IN-THE-FAMILY
Jones Stephens Corp.	5167445	KEEP 'EM AT YOUR COUNTER
Jones Stephens Corp.	5,090,760	JONES STEPHENS

<u>Owner</u>	<u>Registration No.</u>	<u>Trademark</u>
Jones Stephens Corp.	5,090,824	JONES STEPHENS

U.S. Trademark Applications:

<u>Owner</u>	<u>Application No.</u>	<u>Trademark</u>
Jones Stephens Corp.	85/959,831	ALL-IN-THE-FAMILY
Jones Stephens Corp.	85/959,809	ALL-IN-THE-FAMILY
Jones Stephens Corp.	86/137,214	PLUMBEST

U.S. Trademark Licenses:

<u>Licensee</u>	<u>Licensor</u>	<u>Registration n/ Application</u>	<u>Trademark</u>
N/A			

FOREIGN TRADEMARKS

Foreign Trademark Registrations:

<u>Owner</u>	<u>Registration No.</u>	<u>Country</u>	<u>Trademark</u>
Jones Stephens Corp.	15004852	China	JONES STEPHENS [design]

Foreign Trademark Applications:

<u>Owner</u>	<u>Application No.</u>	<u>Country</u>	<u>Trademark</u>
N/A			

Foreign Trademark Licenses:

<u>Licensee</u>	<u>Licensor</u>	<u>Country/State</u>	<u>Registration/ Application</u>	<u>Trademark</u>
N/A				

SCHEDULE D

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None.