

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM486235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		08/15/2018	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	United Central Industrial Supply Company, L.L.C.		
Street Address:	1241 Volunteer Parkway, Suite 1000		
City:	Bristol		
State/Country:	TENNESSEE		
Postal Code:	37620		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	GHX Industrial, LLC		
Street Address:	1241 Volunteer Parkway, Suite 1000		
City:	Bristol		
State/Country:	TENNESSEE		
Postal Code:	37620		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3804287	UC UNITED CENTRAL INDUSTRIAL SUPPLY	
Registration Number:	2326041		
Registration Number:	2321260	NATIONAL MINE SERVICE	
Registration Number:	3126922	TRIUNE	
Registration Number:	3288541	NATIONAL MINE SERVICE	
Registration Number:	3288540	NATIONAL MINE SERVICE COMPANY	
Registration Number:	2614555	GHX	
Registration Number:	3872482	THE EXPERT FIT	
Registration Number:	4062901	GOODING RUBBER	
CORRESPONDENCE DATA			
Fax Number:			

TRADEMARK

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: 2123108000
Email: brian.lee@weil.com
Correspondent Name: Catherine Kim
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Catherine Kim
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SIGNATURE:	/Catherine Kim/
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DATE SIGNED:	08/15/2018
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of August 15, 2018, is made by **BARCLAYS BANK PLC**, in its capacity as administrative agent (the “**Agent**”), under the Second Lien Credit Agreement referred to below (capitalized terms used in this Release and not otherwise defined herein have the meaning set forth in the Second Lien Credit Agreement) in favor of United Central Industrial Supply Company, L.L.C. and GHX Industrial, LLC.

W I T N E S S E T H

WHEREAS, in connection with that certain Second Lien Credit Agreement, dated as of October 9, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), among The United Distribution Group Inc., a Delaware corporation, United Central Industrial Supply Company, L.L.C., a Delaware limited company (the “**United Central Borrower**”), GHX Holdings, LLC, a Delaware limited liability company (the “**GHX Borrower**” and, together with the United Central Borrower, the “**Borrowers**” and each, a “**Borrower**”), the other Persons party hereto that are designated as a “**Loan Party**”, the Lenders from time to time party thereto and the Agent and Collateral Agent, and together with all Collateral Documents entered into in connection therewith or in connection with prior versions thereof, the Lenders have severally agreed to make extensions of credit to the Borrowers;

WHEREAS, pursuant to the Second Lien Credit Agreement, that certain Second Lien Guarantee and Collateral Agreement, dated as of October 9, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Guarantee**”), and those certain agreements described on Schedule I attached hereto (collectively with the Second Lien Guarantee and Collateral Agreement, the “**Second Lien Security Agreements**”), the Loan Parties granted, among other Collateral as set forth therein, continuing security interests in the Trademark Collateral (as defined in the applicable Second Lien Security Agreement), including the Trademarks (as defined in the Second Lien Guarantee) listed on Schedule I attached hereto (the “**Intellectual Property Collateral**”);

WHEREAS, the Second Lien Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Schedule I hereto; and

WHEREAS, in accordance with the provisions of the Second Lien Credit Agreement and the Second Lien Security Agreements, the indebtedness under the Second Lien Credit Agreement has been paid in full and the Loan Parties desire the Agent to terminate and release its security interest in and to the Intellectual Property Collateral;

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:


1. The Agent, for itself and on behalf of the Secured Parties, hereby irrevocably releases, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights, title and interest in, to and under, including its Lien on and security interest in, and right of setoff against, the Intellectual Property Collateral, whether granted pursuant to the Second Lien Security Agreements or any other agreement or document delivered in connection with the Second Lien Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in, to and under the Intellectual Property Collateral to the Loan Parties.

2. The Agent agrees, at the Loan Parties' expense, to cooperate with the Borrowers and to provide the Borrowers with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.
3. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.
4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

BARCLAYS BANK PLC, as Agent

By: 
Name: **Vanessa A. Kurbatskiy**
Title: **Vice President**

[SIGNATURE PAGE TO IP RELEASE (SECOND LIEN)]

TRADEMARK
REEL: 006414 FRAME: 0655

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

1. Second Lien Trademark Security Agreement, dated as of October 9, 2012, by United Central Industrial Supply Company, L.L.C. and GHX Industrial, LLC in favor of Barclays Bank PLC, as Agent, recorded on October 10, 2012 at Reel/Frame No. 4878/0571.
2. REGISTERED TRADEMARKS

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>
United Central Industrial Supply Company, L.L.C.	UC UNITED CENTRAL INDUSTRIAL SUPPLY	3804287
United Central Industrial Supply Company, L.L.C.	DESIGN MARK	2326041
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE	2321260
United Central Industrial Supply Company, L.L.C.	TRIUNE	3126922
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE	3288541
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE COMPANY	3288540
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE & Helmet Design (Below)	TMA 697387
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE COMPANY & Helmet Design (left)	TMA 697388
United Central Industrial Supply Company, L.L.C.	UC (in Square Box) UNITED CENTRAL INDUSTRIAL SUPPLY	TMA 777072
GHX Industrial, LLC	GHX	2614555
GHX Industrial, LLC	THE EXPERT FIT	3872482
United Central Industrial Supply Company, L.L.C.	GOODING RUBBER	4062901

3. TRADEMARK APPLICATIONS

None.