

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The United Distribution Group Inc.		08/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4946483	UDG THE UNITED DISTRIBUTION GROUP INC	
Registration Number:	4438911	MCCARTY EQUIPMENT COMPANY	
Registration Number:	4538984	ROBSKO OILFIELD RUBBER PRODUCTS	
Registration Number:	5129295	XPOWER	
Registration Number:	5129296	XPOWER	
Registration Number:	4646035	UDG THE UNITED DISTRIBUTION GROUP INC	
Registration Number:	4516463	XPOWER	
Registration Number:	4760820	XPOWER	
Registration Number:	4516493	XPOWER	
Registration Number:	4760826	XPOWER	
Registration Number:	5106451	XPOWER CARBON INJECTION HOSE ASSEMBLY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com, james.cowburn@wolterskluwer.com		
Correspondent Name:	James Murray		

OP \$290.00 4946483

Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 08/16/2018

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The United Distribution Group Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 15, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 7th Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08380.982 (1st Lien)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

August 15, 2018

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of August 15, 2018, made by THE UNITED DISTRIBUTION GROUP INC., a Delaware corporation (the “Grantor”), in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Agent”) for the lenders (the “Lenders”) that are party to the Term Loan Credit Agreement, dated as of December 11, 2017 (as supplemented by that certain Increase Supplement, dated as of April 30, 2018 and as the same may be further amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantor and the other parties thereto have executed and delivered a Term Loan Guarantee and Collateral Agreement, dated as of December 11, 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent;

WHEREAS, pursuant to that certain Assumption Agreement, dated as of August 15, 2018, in favor of the Agent, the Grantors became a party to the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all proceeds of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE UNITED DISTRIBUTION GROUP INC.

By: 

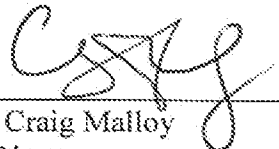
Name: Darrell H. Cole

Title: President and Chief Executive Officer

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in Trademarks
(The United Distribution Group Inc.)]

TRADEMARK
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BARCLAYS BANK PLC,
as Agent

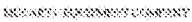
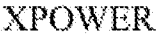





By: 
Name: Craig Malloy
Title: Director

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in Trademarks – The
United Distribution Group Inc.]

TRADEMARK
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SCHEDULE I

Trademark Registrations

<u>Mark</u>	<u>Image</u>	<u>Status</u>	<u>Registration Number</u>	<u>Registration Date</u>
UDG THE UNITED DISTRIBUTION GROUP INC		Registered	4,946,483	04/26/2016
ROBSCO OILFIELD RUBBER PRODUCTS		Registered	4,538,984	05/27/2014
MCCARTY EQUIPMENT COMPANY		Registered	4,438,911	11/26/2013
XPOWER		Registered	5,129,295	01/24/2017
XPOWER		Registered	5,129,296	01/24/2017
UDG THE UNITED DISTRIBUTION GROUP, INC.		Registered	4,646,035	11/25/2014
XPOWER		Registered	4,516,463	04/15/2014
XPOWER		Registered	4,760,820	06/23/2015
XPOWER		Registered	4,516,493	04/15/2014
XPOWER		Registered	4,760,826	06/23/2015
XPOWER CARBON INJECTION HOSE ASSEMBLY		Registered	5,106,451	12/20/2016