

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486250

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
United Distribution Group Inc.		08/15/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as collateral agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Banking Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4946483	UDG THE UNITED DISTRIBUTION GROUP INC	
<b>Registration Number:</b>	4538984	ROBSKO OILFIELD RUBBER PRODUCTS	
<b>Registration Number:</b>	4438911	MCCARTY EQUIPMENT COMPANY	
<b>Registration Number:</b>	5129295	XPOWER	
<b>Registration Number:</b>	5129296	XPOWER	
<b>Registration Number:</b>	4646035	UDG THE UNITED DISTRIBUTION GROUP INC	
<b>Registration Number:</b>	4516463	XPOWER	
<b>Registration Number:</b>	4760820	XPOWER	
<b>Registration Number:</b>	4516493	XPOWER	
<b>Registration Number:</b>	4760826	XPOWER	
<b>Registration Number:</b>	5106451	XPOWER CARBON INJECTION HOSE ASSEMBLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134522329		
<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>			
<b>Phone:</b>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		

CH \$290.00 4946483

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	1111779-2701-S216
<b>NAME OF SUBMITTER:</b>	Justine Lu
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	08/15/2018

**Total Attachments: 5**

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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 DEUTSCHE BANK AG NEW YORK BRANCH, 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 ABL Credit Agreement, dated as of December 11, 2017 (as amended by Amendment No. 1, dated as of March 16, 2018, Amendment No. 2, dated as of April 30, 2018, Amendment No. 3, dated as of April 30, 2018, Amendment No. 4, dated as of July 11, 2018 and as the same may be further amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among CD&R Hydra Buyer, Inc. a Delaware corporation (the “Parent Borrower”), STS Operating, Inc., a Delaware corporation (the “OpCo Borrower”), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Parent Borrower and the OpCo Borrower, the “Borrowers”) and the Agent.

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

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantor and the other parties thereto have executed and delivered an ABL 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 ABL Notice and Confirmation of Grant of Security Interest in Trademarks  
(The United Distribution Group Inc.)]

**TRADEMARK**  
**REEL: 006425 FRAME: 0819**

DEUTSCHE BANK AG NEW YORK  
BRANCH.  
as Agent

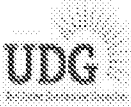
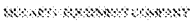
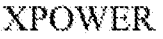





By:   
Name: Alicia Schug  
Title: Vice President

By:   
Name: FRANK FAZIO  
Title: Managing Director

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in Trademarks]

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
ROBSO 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