

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental No. 1 to First Lien Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet Wholesale Supply Co. LLC		10/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Colub Capital Markets LLC, as Collateral Agent		
Street Address:	666 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	88061574	YOU CLICK IT. WE PICK IT	
Serial Number:	88034905	FF	
Serial Number:	87498212	FF	
Serial Number:	87655946	FF FLEET FARM BUILT FOR REAL LIFE	
Serial Number:	87655936	FF FLEET FARM BUILT FOR REAL LIFE	
Serial Number:	87655931	FF FLEET FARM	
Serial Number:	87655927	FF FLEET FARM	
Serial Number:	87655920	BUILT FOR REAL LIFE	
Registration Number:	5549186	MILLS FLEET FARM	
Registration Number:	5549185	FF FLEET FARM	
Registration Number:	5531465	MILLS FLEET FARM	
Registration Number:	5531464	FF FLEET FARM	
Registration Number:	5515022	MILLS FLEET FARM	
Registration Number:	5515021	FF FLEET FARM	
Registration Number:	5457524	MILLS FLEET FARM	
Registration Number:	5417111	FF FLEET FARM	
Registration Number:	5398148	THE STUFF DADS WANT WE HAVE IT	
Registration Number:	5425074	MILLS MONEY	
Registration Number:	5403245	ORANGE FRIDAY	
TRADEMARK			

OP \$740.00 88061574

Property Type	Number	Word Mark
Registration Number:	5403244	ORANGE FRIDAY
Registration Number:	5419717	MILLS FLEET FARM
Registration Number:	5429744	FF FLEET FARM
Registration Number:	5272892	FF THE BACK FORTY
Registration Number:	5272891	THE BACK FORTY
Registration Number:	5199522	MILLS FLEET FARM
Registration Number:	5159412	FF FLEET FARM
Registration Number:	5090520	FF FLEET FARM
Registration Number:	5237946	
Registration Number:	5237945	FARM RATED

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

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:	10/26/2018

Total Attachments: 8

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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):

Fleet Wholesale Supply Co. LLC

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

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 24, 2018

- Assignment
- Security Agreement
- Other Trademark Security Interest
- Merger
- Change of Name
- Supplemental No. 1 to First Lien

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Colub Capital Markets LLC, as Collateral Agent

Street Address: 666 Fifth Avenue

City: New York

State: NY

Country: USA Zip: 10103

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- (Company - Delaware 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

see attached Schedule A

B. Trademark Registration No.(s)

see attached Schedule A

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: 33150.003 (1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

29

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: 

Signature

Doris Ka

Name of Person Signing

October 24, 2018

Date

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

8

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

SUPPLEMENT NO. 1 TO THE FIRST LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SUPPLEMENT NO. 1 (this “Supplement”), dated as of October 24, 2018 to the First Lien Grant of Security Interest in Trademark Rights (the “Trademark Security Agreement”), dated as of February 26, 2016, is made by Fleet Wholesale Supply Co. LLC, a Delaware limited liability company (the “Grantor”), in favor of Golub Capital Markets LLC, as collateral agent (in such capacity, the “Agent”) in connection with that certain First Lien Credit Agreement, dated as of February 26, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mills Fleet Farm Group LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto and Golub Capital Markets LLC, as administrative agent and collateral agent (in such capacity, together with its successors in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of February 26, 2016 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

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

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties 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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Supplement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. 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.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby 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. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Supplement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.


5. Counterparts. This Supplement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

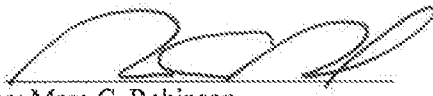
[signature pages follow]

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

FLEET WHOLESALE SUPPLY CO, LLC,
as the Grantor

By: 
Name: Michael Schwindle
Title: Executive Vice President and Chief Financial Officer

GOLUB CAPITAL MARKETS LLC,
as the Collateral Agent

By: 
Name: Marc C. Robinson
Title: Managing Director







[Signature Page for the Supplement No. 1 to the Grant of Security Interest in Trademark Rights]


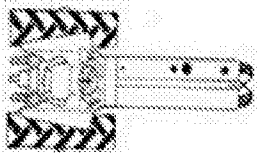
TRADEMARK
REEL: 006467 FRAME: 0011

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Fleet Wholesale Supply Co. LLC	YOU CLICK IT. WE PICK IT	88061574	08/01/2018		
Fleet Wholesale Supply Co. LLC	FF Design 	88034905	07/12/2018		
Fleet Wholesale Supply Co. LLC	FF Design 	87498212	06/20/2017		
Fleet Wholesale Supply Co. LLC	FF FLEET FARM BUILT FOR REAL LIFE & Design 	87655946	10/23/2017		
Fleet Wholesale Supply Co. LLC	FF FLEET FARM BUILT FOR REAL LIFE & Design 	87655936	10/23/2017		
Fleet Wholesale Supply Co. LLC	FF FLEET FARM & Design 	87655931	10/23/2017		
Fleet Wholesale Supply Co. LLC	FF FLEET FARM & Design 	87655927	10/23/2017		
Fleet Wholesale Supply Co. LLC	BUILT FOR REAL LIFE	87655920	10/23/2017		
Fleet Wholesale Supply Co. LLC	MILLS FLEET FARM	87689786	11/17/2017	5549186	08/28/2018
Fleet Wholesale Supply Co. LLC	FF FLEET FARM & Design 	87689778	11/17/2017	5549185	08/28/2018
Fleet Wholesale Supply Co. LLC	MILLS FLEET FARM	87475454	06/05/2017	5531465	07/31/2018
Fleet Wholesale Supply Co. LLC	FF FLEET FARM & Design 	87475447	06/05/2017	5531464	07/31/2018

Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Fleet Wholesale Supply Co. LLC	MILLS FLEET FARM	87442937	05/09/2017	5515022	07/10/2018
Fleet Wholesale Supply Co. LLC	FF FLEET FARM & Design 	87442928	05/09/2017	5515021	07/10/2018
Fleet Wholesale Supply Co. LLC	MILLS FLEET FARM	87552841	08/02/2017	5457524	05/01/2018
Fleet Wholesale Supply Co. LLC	FF FLEET FARM & Design 	87552832	08/02/2017	5417111	03/06/2018
Fleet Wholesale Supply Co. LLC	THE STUFF DADS WANT WE HAVE IT	87455142	05/18/2017	5398148	02/06/2018
Fleet Wholesale Supply Co. LLC	MILLS MONEY	87428476	04/27/2017	5425074	03/13/2018
Fleet Wholesale Supply Co. LLC	ORANGE FRIDAY & Design 	87373601	03/16/2017	5403245	02/13/2018
Fleet Wholesale Supply Co. LLC	ORANGE FRIDAY	87373594	03/16/2017	5403244	02/13/2018
Fleet Wholesale Supply Co. LLC	MILLS FLEET FARM	87370344	03/14/2017	5419717	03/06/2018
Fleet Wholesale Supply Co. LLC	FF FLEET FARM & Design 	87370332	03/14/2017	5429744	03/20/2018
Fleet Wholesale Supply Co. LLC	FF THE BACK FORTY & Design 	87276108	12/21/2016	5272892	08/22/2017
Fleet Wholesale Supply Co. LLC	THE BACK FORTY	87276106	12/21/2016	5272891	08/22/2017
Fleet Wholesale Supply Co. LLC	MILLS FLEET FARM	87191421	10/03/2016	5199522	05/09/2017
Fleet Wholesale Supply Co. LLC	FF FLEET FARM & Design 	87057537	06/02/2016	5159412	03/14/2017

Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Fleet Wholesale Supply Co. LLC	FF FLEET FARM & Design 	87003990	04/18/2016	5090520	11/29/2016
Fleet Wholesale Supply Co. LLC	Design 	86964225	04/05/2016	5237946	07/04/2017
Fleet Wholesale Supply Co. LLC	FARM RATED	86964219	04/05/2016	5237945	07/04/2017