

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLONY HARDWARE CORPORATION		11/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Virtus Group, LP, as Administrative Agent		
Street Address:	1301 Fannin, 17th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4657811	HARDWARESPOT.COM	
Registration Number:	5240907	OCTOOLBERFEST	
Registration Number:	5240908		
Registration Number:	5264235	TOOL AUTHORITY	
Registration Number:	5527679	NATIONAL TOOL SUPPLY	
Registration Number:	5568633	C PAK	
Registration Number:	5568634	ZIPPUR	
Registration Number:	5593063	NATIONAL TOOL SUPPLY ESTABLISHED 1972	
Serial Number:	87839564	A ALLIED FASTENER & TOOL	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18876.515027		

OP \$240.00 4657811

NAME OF SUBMITTER:	/s/ Mia Ramic
SIGNATURE:	/s/ Mia Ramic
DATE SIGNED:	11/13/2018
Total Attachments: 6 source=GSO_Colony - Trademark Security Agreement - 11-13-2018#page1.tif source=GSO_Colony - Trademark Security Agreement - 11-13-2018#page2.tif source=GSO_Colony - Trademark Security Agreement - 11-13-2018#page3.tif source=GSO_Colony - Trademark Security Agreement - 11-13-2018#page4.tif source=GSO_Colony - Trademark Security Agreement - 11-13-2018#page5.tif source=GSO_Colony - Trademark Security Agreement - 11-13-2018#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 13, 2018 (this “**Trademark Security Agreement**”), by COLONY HARDWARE CORPORATION (the “**Grantor**”), in favor of Virtus Group, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 13, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

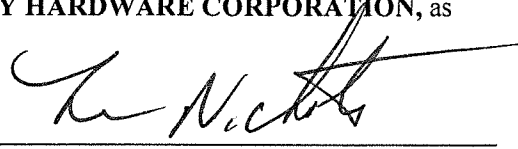
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

**COLONY HARDWARE CORPORATION, as
Grantor**

By: _____




Name: Lisa Nichols
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006532 FRAME: 0410**

VIRTUS GROUP, LP,
as Administrative Agent

By:
Name:
Title



SVP DTR

**Schedule I
Trademark Registrations and Use Applications**

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned or Licensed?</u>
	Colony Hardware Corporation	12/16/2014	Registered	4657811	Owned
OCTOOLBERFEST	Colony Hardware Corporation	7/11/2017	Registered	5240907	Owned
	Colony Hardware Corporation	7/11/2017	Registered	5240908	Owned
	Colony Hardware Corporation	8/15/2017	Registered	5264235	Owned
NATIONAL TOOL SUPPLY	Colony Hardware Corporation	7/31/2018	Registered	5527679	Owned
C-PAK	Colony Hardware Corporation	9/25/2018	Registered	5568633	Owned
ZIPPUR	Colony Hardware Corporation	9/25/2018	Registered	5568634	Owned
	Colony Hardware Corporation	10/30/2018	Registered	5593063	Owned
	Colony Hardware Corporation	3/19/2018	Application	87839564	Owned
J.J. HAMMOND CO.	Colony Hardware Corporation	6/8/2015	Registered	2399933	Owned
PHILLIPS CONTRACTORS SUPPLY	Colony Hardware Corporation	12/2/2014	Registered	2347011	Owned

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RECORDED: 11/13/2018

**TRADEMARK
REEL: 006532 FRAME: 0413**