

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517815

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs BDC, Inc.		04/02/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E.J. Welch Co., Inc.		
<b>Street Address:</b>	13735 Lakefront Drive		
<b>City:</b>	Earth City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63045		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3372370		
<b>Registration Number:</b>	3775121	TOOLS 4 FLOORING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	734-418-4212		
<b>Email:</b>	trademark@honigman.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek		
<b>Address Line 1:</b>	Honigman LLP		
<b>Address Line 2:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5151		
<b>ATTORNEY DOCKET NUMBER:</b>	263098-444041		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/angela alvarez sujek/		
<b>DATE SIGNED:</b>	04/08/2019		
<b>Total Attachments: 5</b>			
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

Date: April 2, 2019

WHEREAS, E.J. Welch Co., Inc., a Missouri corporation (the “**Grantor**”), granted a security interest in and lien upon all of the Grantor’s right, title and interest in, to and under any and all of the Trademarks (as defined in the IP Security Agreement (as defined below)) to Goldman Sachs BDC, Inc., as agent for the benefit of the Secured Parties under the Term Loan Agreement (as defined below) (in such capacity, the “**Agent**”) as set forth in the Intellectual Property Security Agreement, dated as of February 3, 2017, by and between the Grantor and the Agent (the “**IP Security Agreement**”), and that certain Term Loan and Security Agreement, dated as of April 8, 2016, by and among the Grantor, each of the other Borrowers (as defined therein) from time to time party thereto, MG Distribution Holdings, LLC, a Delaware limited liability company, each other Guarantor (as defined therein) from time to time party thereto, the lenders party thereto and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Term Loan Agreement**” and, together with the IP Security Agreement, the “**Security Agreements**”);

WHEREAS, an executed copy of the IP Security Agreement was recorded in the Assignment Recordation Branch of the United States Patent and Trademark Office on February 6, 2017 at Reel 5982, Frame 0268;

WHEREAS, Grantor has requested that the Agent release and reassign its security interest in the Trademarks, including the registered trademarks and pending applications for trademarks more fully identified in Schedule I annexed hereto and made a part hereof (including, without limitation, all goodwill associated therewith) (the “**Released Trademarks**”) and all related right, title and interest of the Grantor in the Released Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Agent hereby releases, relinquishes and discharges any and all liens and security interests in and to all of Grantor’s right, title and interest in, to and under the Trademarks, including, without limitation, the Released Trademarks, and reassigns, regrants and reconveys to the Grantor any and all of Agent’s right, title and interest in, to and under the Grantor’s Trademarks, including, without limitation, the Released Trademarks, in each case granted pursuant to the Security Agreements, without recourse or representation or warranty, express or implied, of any kind or nature whatsoever.

2. The Agent hereby agrees that any power of attorney or similar rights granted by Grantor to the Agent pursuant to the Security Agreements or otherwise is terminated with respect to the Trademarks, including, without limitation, the Released Trademarks.

3. The Agent hereby (i) authorizes the Grantor or its authorized representatives to record this Release of Security Interest in Trademarks (this “**Release**”) with the U.S. Patent and Trademark Office and (ii) authorizes and requests that the U.S. Patent and Trademark Office note and record the existence of this Release hereby given.

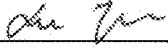
4. The Agent hereby agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without

limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized officer as of the date first set forth above.

GOLDMAN SACHS BDC, INC.,  
as Agent

By:   
Name: David Yu  
Title: Authorized Signatory



[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006611 FRAME: 0577**

SCHEDULE I  
TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

**TRADEMARKS**

(attached)

Owner	Mark	% Ownership	Jurisdiction(s) and Office Where Registered	Registration Number	Registration Date
E.J. Welch Co., Inc.		100	U.S.	3,372,370	January 22, 2008
E.J. Welch Co., Inc.	<p data-bbox="298 751 634 783">Tools 4 Flooring (and design)</p> 	100	U.S.	3,775,121	April 13, 2010