

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PrimeSource Building Products, Inc.		05/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5628861	GRX	
Registration Number:	5581334	P	
Registration Number:	5294942	21 NEW NORTHEAST WHOLESALE FASTENER & BU	
Registration Number:	5118002	GRIP-RITE JAM FREE GUARANTEE	
Registration Number:	5290208	SCREW DOCTOR	
Registration Number:	4792115	TIMCO	
Registration Number:	5092461	PRIMESOURCE	
Registration Number:	4846775	PRIMESOURCE AMERICAN PREMIUM	
Registration Number:	4846730	PRIMESOURCE AMERICAN PREMIUM	
Registration Number:	5256982	WE BUILD AMERICA	
Registration Number:	5276767	GRIP-RITE TITAN	
Registration Number:	5092452	GRIP-RITE	
Registration Number:	5161582	GRIP RITE TITAN FLOOR PROTECTION	
Registration Number:	5092453	GRIP RITE	
Registration Number:	5701998	BUILT RIGHT. GRIP RITE.	
Serial Number:	88123867	THE PRO'S CHOICE	
Serial Number:	88228375		

OP \$440.00 5628861

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:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/31/2019

Total Attachments: 7

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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):

PrimeSource Building Products, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 29, 2019

- Assignment
- Security Agreement
- Other Trademark Security Agreement (ABL)
- Association
- Limited Partnership
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch,
as Administrative Agent and Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- 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

see the attached Schedule I

B. Trademark Registration No.(s)

see the 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, Senior Paralegal (IP)

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: 05501.460 (ABL)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

17

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

May 30, 2019

Date

Doris Ka

Name of Person Signing

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

7

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

Trademark Security Agreement

Trademark Security Agreement, dated as of May 29, 2019, made by the undersigned grantor (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to the Revolving Credit Agreement, dated as of May 8, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among PRISO ACQUISITION CORPORATION (the "Lead Borrower"), the other Borrowers party thereto from time to time, DEUTSCHE BANK AG NEW YORK BRANCH as Administrative Agent and Collateral Agent, the financial institutions party thereto from time to time, as lenders (collectively, the "Lenders" and individually, a "Lender") and PRISO INTERMEDIATE HOLDING II CORPORATION ("Holdings"), as guarantor (the "Guarantor") is entered into and among the Borrowers, the Guarantor, the Administrative Agent, the Lenders party hereto and the other signatories hereto.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of May 8, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Collateral 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

(a) Trademarks of the Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 and provisions of which are incorporated by reference herein as if fully set forth herein. 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 payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien 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.

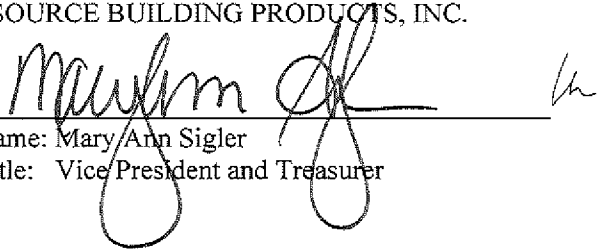
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRIMESOURCE BUILDING PRODUCTS, INC.

By:  _____
Name: Mary Ann Sigler
Title: Vice President and Treasurer

[Signature Page to Supplemental Trademark Security Agreement]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Yumi Okabe
Title: Vice President

By: 
Name: Michael Strobel
Title: Vice President

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 006657 FRAME: 0978

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
PrimeSource Building Products, Inc.	5628861 12/11/2018	GRX
PrimeSource Building Products, Inc.	5581334 10/09/2018	P
PrimeSource Building Products, Inc.	5294942 09/26/2017	21 NEW NORTHEAST WHOLESALE FASTENER & BUILDING MATERIALS
PrimeSource Building Products, Inc.	5118002 01/10/2017	GRIP-RITE JAM FREE GUARANTEE
PrimeSource Building Products, Inc.	5290208 09/19/2017	SCREW DOCTOR
PrimeSource Building Products, Inc.	4792115 08/11/2015	TIMCO
PrimeSource Building Products, Inc.	5092461 11/29/2016	PRIMESOURCE
PrimeSource Building Products, Inc.	4846775 11/03/2015	PRIMESOURCE AMERICAN PREMIUM
PrimeSource Building Products, Inc.	4846730 11/03/2015	PRIMESOURCE AMERICAN PREMIUM
PrimeSource Building Products, Inc.	5256982 08/01/2017	WE BUILD AMERICA
PrimeSource Building Products, Inc.	5276767 08/29/2017	GRIP-RITE TITAN
PrimeSource Building Products, Inc.	5092452 11/29/2016	GRIP-RITE
PrimeSource Building Products, Inc.	5161582 03/14/2017	GRIP RITE TITAN FLOOR PROTECTION
PrimeSource Building Products, Inc.	5092453 11/29/2016	GRIP RITE
PrimeSource Building Products, Inc.	5701998 03/19/2019	BUILT RIGHT. GRIP RITE.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
PrimeSource Building Products, Inc.	88123867 09/19/2018	THE PRO'S CHOICE
PrimeSource Building Products, Inc.	88228375 12/13/2018	DESIGN ONLY