

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Notice and Confirmation of Grant of Security Interest in Trademarks		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Core & Main LP		07/08/2019	Limited Partnership: FLORIDA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4486377	GEM LOCK	
Registration Number:	5473976	WATERCITY	
Registration Number:	5428437	ONLINE ADVANTAGE	
Registration Number:	5547313	CORE & MAIN	
Registration Number:	5556892	LOCAL KNOWLEDGE LOCAL EXPERIENCE LOCAL S	
Registration Number:	5547283	CORE & MAIN	
Registration Number:	3461922	POWERSCOPE	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Giselle Alvarado, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Giselle Alvarado		
SIGNATURE:	/Giselle Alvarado/		

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DATE SIGNED:	07/10/2019
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Total Attachments: 5

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ABL 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 July 8, 2019, made by Core & Main LP, a Florida limited partnership (the "Grantor"), in favor of Citibank, N.A., a United States national association, as Collateral Agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the ABL Credit Agreement, dated as of August 1, 2017 (as amended by that certain Amendment No. 1, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Parent Borrower (as defined in the Credit Agreement); the Subsidiary Borrowers (as defined in the Credit Agreement) from time to time party thereto (together with the Parent Borrower, the "Borrower") and the Lenders.

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

WHEREAS, in connection with the Credit Agreement, the Borrowers and the Guarantors have executed and delivered a ABL Guarantee and Collateral Agreement, dated as of August 1, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

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 pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's

right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owner or at any time hereafter acquired (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all 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. Purpose. 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. 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 4. 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 5. 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.

CORE & MAIN LP

By: 


Name: Mark R. Witkowski

Title: Vice President and Chief Financial Officer

[Signature Page to ABL Notice and Confirmation of
Security Interest in Trademarks -- Core & Main LP]

TRADEMARK
REEL: 006690 FRAME: 0178

CITIBANK, N.A.,
as Agent

By: 
Name: Thomas Halsch
Title: Vice President

[Signature Page to ABL Notice and Confirmation of
Security Interest in Trademarks – Core & Main LP]

TRADEMARK
REEL: 006690 FRAME: 0179

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Registration Date</u>
Core & Main LP	US	Gem Lock	Registered	4486377	4/4/2013	2/18/2014
Core & Main LP	US	Watercity	Registered	5473976	8/28/2017	5/22/2018
Core & Main LP	US	Online Advantage	Registered	5428437	8/28/2017	3/20/2018
Core & Main LP	US	Core & Main	Registered	5547313	8/17/2017	8/21/2018
Core & Main LP	US	Local Knowledge Local Experience Local Service, Nationwide	Registered	5556892	8/9/2017	9/4/2018
Core & Main LP	US	Core & Main	Registered	5547283	8/9/2017	8/21/2018
Core & Main LP	US	Powerscope	Registered	3461922	11/16/2007	7/8/2008