

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM542742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRI STATE DISTRIBUTION, INC.		09/13/2019	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., AS COLLATERAL AGENT
Street Address:	388 GREENWICH ST., 7TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3655113	TRI MAXX
Registration Number:	3805171	QTRAK
Registration Number:	3858645	PRO ONE
Registration Number:	3858646	PRO PLUS
Registration Number:	3750967	TRI STATE DISTRIBUTION
Registration Number:	3548619	PRO MAXX
Registration Number:	3858648	MAXI
Registration Number:	3858647	PRX
Registration Number:	4248373	
Registration Number:	4144215	VERSAPANEL
Registration Number:	4144216	VERSAPANEL
Registration Number:	4709210	ONE PULL
Registration Number:	4775099	PROTECT
Registration Number:	5641679	MORNING 1 AFTERNOON EVENING 1 BEDTIME
Registration Number:	5737961	MORNING 1 AFTERNOON EVENING 1 BEDTIME
Registration Number:	5641683	MORNING 1 AFTERNOON EVENING 1 BEDTIME
Registration Number:	5737962	MORNING 1 AFTERNOON EVENING 1 BEDTIME
Registration Number:	4861058	PILLBOARD
Registration Number:	5492567	PROGUARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5125828	1 2 3 SYSTEMS
Registration Number:	5151078	1 2 3
Registration Number:	5235331	1 2 3
Registration Number:	3583717	EXPRESS GRAPHICS
Registration Number:	3757872	ONE STEP
Registration Number:	3609106	THE SHAPE OF THINGS TO COME
Serial Number:	88426248	PROLITE
Serial Number:	87715644	CLAMPLOC

CORRESPONDENCE DATA

Fax Number:

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: 7145401235

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS ILP

Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 049133-0345

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /KJA/

DATE SIGNED: 09/26/2019

Total Attachments: 7

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ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT is entered into as of September 13, 2019 (this “**Agreement**”), among Tri State Distribution, Inc. (the “**Grantor**”) and Citibank, N.A. (“**Citi**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain ABL Pledge and Security Agreement dated as of May 22, 2017 (as supplemented by the ABL Security Agreement Joinder (Supplement No. 1) dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Revolving Lenders (as defined below) have extended credit to Consolidated Container Company LLC, a Delaware limited liability company (the “**Administrative Borrower**”) and the Subsidiary Borrowers (as defined below) subject to the terms and conditions set forth in that certain ABL Credit Agreement dated as of May 22, 2017 (as amended as of March 29, 2019 pursuant to the 2019 Incremental Facility Amendment, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**ABL Credit Agreement**”), by and among the Administrative Borrower, the Subsidiary Borrowers from time to time party thereto (the “**Subsidiary Borrowers**”), Consolidated Container Intermediary LLC, a Delaware limited liability company, the revolving lenders and issuing banks from time to time party thereto (collectively, the “**Revolving Lenders**”) and Citi, in its capacities as administrative agent and collateral agent for the Revolving Lenders, an issuing bank and swingline lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. the right to sue third parties for past, present and future infringements of any Trademark; and
- D. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

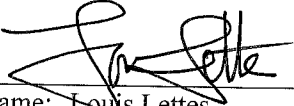
SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRI STATE DISTRIBUTION, INC.,
as Grantor

By: _____


Name: Louis Lettes

Title: Chief Legal and Compliance Officer

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 006756 FRAME: 0311

CITIBANK, N.A.,
as Collateral Agent



By: _____



Name:






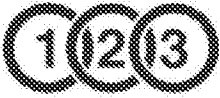
Title:

Brendan Mackay
Vice President and Director

[Signature Page to ABL Trademark Security Agreement]

SCHEDULE I

Owner	Mark	Jurisdiction & Reg. / App. Number	Date of Reg. / App.
Tri State Distribution, Inc.	PROLITE	United States Trademark App. No. 88426248	May 12, 2019
Tri State Distribution, Inc.	TRI MAXX	United States Trademark Reg. No. 3,655,113	July 14, 2009
Tri State Distribution, Inc.	QTRAK	United States Trademark Reg. No. 3,805,171	June 22, 2010
Tri State Distribution, Inc.	PRO ONE	United States Trademark Reg. No. 3,858,645	October 12, 2010
Tri State Distribution, Inc.	PRO PLUS	United States Trademark Reg. No. 3,858,646	October 12, 2010
Tri State Distribution, Inc.		United States Trademark Reg. No. 3,750,967	February 23, 2010
Tri State Distribution, Inc.	PRO MAXX	United States Trademark Reg. No. 3,548,619	December 23 2,1008
Tri State Distribution, Inc.	MAXI	United States Trademark Reg. No. 3,858,648	October 12, 2010
Tri State Distribution, Inc.	PRX	United States Trademark Reg. No. 3,858,647	October 12, 2010
Tri State Distribution, Inc.		United States Trademark Reg. No. 4,248,373	November 27, 2012
Tri State Distribution, Inc.	VERSAPANEL	United States Trademark Reg. No. 4,144,215	May 15, 2012
Tri State Distribution, Inc.	VERSAPANEL	United States Trademark Reg. No. 4,144,216	May 15, 2012
Tri State Distribution, Inc.	ONE PULL	United States Trademark Reg. No. 4,709,210	March 24, 2015

Tri State Distribution, Inc.	PROTECT	United States Trademark Reg. No. 4,775,099	July 21, 2015
Tri State Distribution, Inc.		United States Trademark Reg. No. 5,641,679	January 1, 2019
Tri State Distribution, Inc.		United States Trademark Reg. No. 5,737,961	April 30, 2019
Tri State Distribution, Inc.		United States Trademark Reg. No. 5,641,683	January 1, 2019
Tri State Distribution, Inc.		United States Trademark Reg. No. 5,737,962	April 30, 2019
Tri State Distribution, Inc.	PILLBOARD	United States Trademark Reg. No. 4,861,058	November 24, 2015
Tri State Distribution, Inc.	PROGUARD	United States Trademark Reg. No. 5,492,567	June 12, 2018
Tri State Distribution, Inc.		United States Trademark Reg. No. 5,125,828	January 17, 2017
Tri State Distribution, Inc.		United States Trademark Reg. No. 5,151,078	February 28, 2017
Tri State Distribution, Inc.	1 2 3	United States Trademark Reg. No. 5,235,331	July 4, 2017
Tri State Distribution, Inc.	CLAMPLOC	United States Trademark App. No. 87/715,644	December 11, 2017
Tri State Distribution, Inc.	EXPRESS GRAPHICS	United States Trademark Reg. No. 3,583,717	March 3, 2009

Tri State Distribution, Inc. ¹	ONE STEP	United States Trademark Reg. No. 3,757,872	March 9, 2010
Tri State Distribution, Inc. ²	THE SHAPE OF THINGS TO COME	United States Trademark Reg. No. 3,609,106	April 31, 2009

¹ The Grantor is in the process of abandoning this trademark and does not plan to file any further statements of use.

² The Grantor is in the process of abandoning this trademark and does not plan to file any further statements of use.