

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543473

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	US Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Williams Equipment and Supply Company		10/01/2019	Corporation: TENNESSEE
Williams Equipment and Supply Company of Louisiana		10/01/2019	Corporation: LOUISIANA
SBP Acquisition, LLC		10/01/2019	Limited Liability Company: IOWA
Best Materials LLC		10/01/2019	Limited Liability Company: ARIZONA
Brock White Company, LLC		10/01/2019	Limited Liability Company: WYOMING
MasonPro Inc.		10/01/2019	Corporation: MICHIGAN
Carter-Warters LLC		10/01/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	10 S. Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5326793	WILLIAMS EQUIPMENT & SUPPLY
Registration Number:	5500269	WILLIAMS EQUIPMENT & SUPPLY OF LOUISIANA
Registration Number:	4944763	STETSON
Registration Number:	4229388	BEST MATERIALS
Registration Number:	4172835	BW SUPPLY
Registration Number:	3672253	MASONPRO
Registration Number:	3539935	BW FORM RELEASE HQ
Registration Number:	3880219	AGES
Registration Number:	3391139	BROCK WHITE

CH \$290.00 5326793

Property Type	Number	Word Mark
Registration Number:	1751713	MASONPRO
Registration Number:	424604	SATUROCK

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: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1118078-0025-BC15
NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	10/01/2019

Total Attachments: 8

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US TRADEMARK SECURITY AGREEMENT

This US TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this first day of October, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually, “Grantor”), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of October 1, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Term Loan Agreement”) by and among **CONSTRUCTION SUPPLY ACQUISITION PARENT, LLC**, a Delaware limited liability company (“Parent”), **CONSTRUCTION SUPPLY ACQUISITION, LLC**, a Delaware limited liability company (“Construction Supply” or the “Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrower as provided for in the Term Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of October 1, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Term Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks (excluding US intent-to-use applications of the kind described in clause (v) of the definition of Excluded Property) and Trademark Intellectual Property Licenses to which it is a party including the US Trademark registrations and applications referred to on Schedule I (expressly excluding any “intent to use” Trademarks);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give written notice, on or before the next Quarterly Update Date, with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by

different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall, upon request by any other party, deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**WILLIAMS EQUIPMENT AND SUPPLY
COMPANY**

By: Mary-Knight Tyler
Name: Mary-Knight Tyler
Title: Assistant Secretary

**WILLIAMS EQUIPMENT AND SUPPLY
COMPANY OF LOUISIANA**

By: Mary-Knight Tyler
Name: Mary-Knight Tyler
Title: Assistant Secretary

SBP ACQUISITION, LLC

By: Mary-Knight Tyler
Name: Mary-Knight Tyler
Title: Assistant Secretary

BEST MATERIALS LLC

By: Mary-Knight Tyler
Name: Mary-Knight Tyler
Title: Vice President / Secretary

BROCK WHITE COMPANY, LLC

By: Mary-Knight Tyler
Name: Mary-Knight Tyler
Title: Assistant Secretary

MASONPRO INC.

By: Mary-Knight Tyler
Name: Mary-Knight Tyler
Title: Vice President / Secretary

[CSG -- Signature Page to US Trademark Security Agreement]

CARTER-WATERS LLC

By: Mary-Knight Tyler
Name: Mary-Knight Tyler
Title: Assistant Secretary

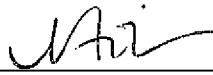
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TRADEMARK
REEL: 006760 FRAME: 0987

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: 
Name: _____ Nicole Kroll _____
Title: _____ Assistant Vice President _____

SCHEDULE I
to
US TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.	Reg Date
Williams Equipment & Supply Company	United States of America	WILLIAMS EQUIPMENT & SUPPLY	5326793	17-Nov17
Williams Equipment & Supply Company of Louisiana	United States of America	WILLIAMS EQUIPMENT & SUPPLY OF LOUISIANA	5500269	26-Jun-18
SBP Acquisition, LLC	United States of America	STETSON	4944763	26-Apr-16
Best Materials LLC	United States of America	BEST MATERIALS	4229388	23-Oct-12
Brock White Company, LLC	United States of America	BW SUPPLY	4172835	10-Jul-12
MasonPro Inc.	United States of America	MASONPRO	3672253	25-Aug-09
Brock White Company, LLC	United States of America	BW FORM RELEASE HQ	3539935	2-Dec-08
Brock White Company, LLC	United States of America	AGES	3880219	23-Nov-10
Brock White Company, LLC	United States of America	BROCK WHITE	3391139	4-Mar-08
MasonPro Inc.	United States of America	MASONPRO	1751713	9-Feb-93
Carter-Waters LLC	United States of America	SATUROCK	424604	15-Oct-46

Trade Names

Registered Trade Names: Williams Equipment and Supply; Williams Equip & Supply; Best Materials

Unregistered Trade Names: Williams Equipment and Supply Co, Inc.; Williams Equipment and Supply Co.; Williams Equipment & Supply; Williams Equipment and Supply Co. Inc.; Williams Equipment & Supply Co. Inc.; Williams Equipment & Supply, Inc.; Williams Equipment & Supply Co., Inc.

Unregistered Trademarks

“Holdfast Technologies”

Trademarks Not Currently In Use

None.

Trademark Licenses

None.