

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545575

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Essendant Industrial LLC		10/17/2019	Limited Liability Company: ILLINOIS
Liberty Bell Equipment Corporation		10/17/2019	Corporation: PENNSYLVANIA
Label Industries, Inc.		10/17/2019	Corporation: MISSOURI
Nestor Sales LLC		10/17/2019	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4643660	ANCHOR
Registration Number:	2934915	AXIS
Registration Number:	2387946	B LINE
Registration Number:	2387947	B LINE
Registration Number:	2577149	BEST WELDS
Registration Number:	2549518	BEST WELDS
Registration Number:	3241886	BEST WELDS
Registration Number:	2566483	COMFORT
Registration Number:	2566484	COMFORT
Registration Number:	2404097	EAGLE
Registration Number:	2613747	EAGLE
Registration Number:	5470350	FINISH PRO
Registration Number:	5590818	FINISH PRO
Registration Number:	3846780	MECHANICS TOOLS WAREHOUSE

CH \$765.00 4643660

Property Type	Number	Word Mark
Registration Number:	2496093	MEDCO
Registration Number:	3012392	NATIONAL TOOL WAREHOUSE
Registration Number:	4149606	NATIONAL TOOL WAREHOUSE
Registration Number:	2570562	NESCO
Registration Number:	2644896	PAINTERS PRIDE PRODUCTS
Registration Number:	3212093	PERFORMANCE 1
Registration Number:	3814089	
Registration Number:	2492668	B FLEX
Registration Number:	2390033	B FLEX
Registration Number:	2461182	
Registration Number:	2404096	OKI BERING
Registration Number:	2616298	OKI BERING
Registration Number:	2406111	OKI BERING
Registration Number:	2404098	OKI BERING
Registration Number:	2404099	OKI BERING
Registration Number:	2404100	OKI BERING

CORRESPONDENCE DATA

Fax Number: 2125562222

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: 2127905315

Email: dnelson@kslaw.com

Correspondent Name: Danielle Nelson c/o King & Spalding LLP

Address Line 1: 1185 Avenue of the Americas

Address Line 2: FL 35

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	18876.515069
NAME OF SUBMITTER:	Danielle Nelson
SIGNATURE:	/s/ Danielle Nelson
DATE SIGNED:	10/17/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wilmington Trust, National Association, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 17, 2019 (as amended, restated or supplemented from time to time, the “Credit Agreement”), by and among BUTION HOLDCO 2, INC., a Delaware corporation (“Company 1”), BUTION HOLDCO 3, INC., a Delaware corporation (“Company 2” and together with Company 1, collectively, the “Borrowers”), BUTION HOLDCO 1, LLC, a Delaware limited liability company (“Holdings”), the Lenders party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 17, 2019, in favor of Agent (as amended, restated or supplemented from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors party hereto are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

- (a) all of its Trademarks and all of its IP Licenses granting rights under Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder, in each case to the extent required pursuant to the express terms of the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, each 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.

ESSENDANT INDUSTRIAL LLC, as Grantor

By 
Name: Christine S. Leuter
Title: Chief Financial Officer

LIBERTY BELL EQUIPMENT CORPORATION,
as Grantor

By 
Name: Christine S. Leuter
Title: Chief Financial Officer

LABEL INDUSTRIES, INC., as Grantor

By 
Name: Christine S. Leuter
Title: Chief Financial Officer

NESTOR SALES LLC, as Grantor

By 
Name: Christine S. Leuter
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent

By M.H. McQualey
Name Meghan H. McQualey
Title Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	APPLICATION DATE	APPLICATION NO.	REGISTRATION NO.	REGISTRATION DATE	RENEWAL DUE	OWNER
ANCHOR	United States of America	Oct-15-2013	86092176	4643660	Nov-25-2014	Nov-25-2024	Essendant Industrial LLC
AXIS	United States of America	Feb-12-2004	78367005	2934915	Mar-22-2005	Mar-22-2025	Liberty Bell Equipment Corporation
B LINE	United States of America	Nov-24-1999	75857442	2387946	Sep-19-2000	Sep-19-2020	Essendant Industrial LLC
B LINE (Design)	United States of America	Nov-24-1999	75857470	2387947	Sep-19-2000	Sep-19-2020	Essendant Industrial LLC
BEST WELDS	United States of America	Nov-24-1999	75858169	2577149	Jun-11-2002	Jun-11-2022	Essendant Industrial LLC
BEST WELDS	United States of America	Oct-6-2000	76142737	2549518	Mar-19-2002	Mar-19-2022	Essendant Industrial LLC
BEST WELDS	United States of America	Jun-7-2006	78902576	3241886	May-15-2007	May-15-2027	Essendant Industrial LLC
COMFORT	United States of America	Nov-24-1999	75857361	2566483	May-7-2002	May-7-2022	Essendant Industrial LLC
COMFORT	United States of America	Nov-24-1999	75857650	2566484	May-7-2002	May-7-2022	Essendant Industrial LLC

EAGLE	United States of America	Nov-24-1999	75857364	2404097	Nov-14-2000	Nov-14-2020	Essendant Industrial LLC
EAGLE	United States of America	Nov-24-1999	75857688	2613747	Sep-3-2002	Sep-3-2022	Essendant Industrial LLC
FINISH PRO	United States of America	Aug-17-2016	87142022	5470350	May-15-2018	May-15-2028	Liberty Bell Equipment Corporation
FINISH PRO (Design)	United States of America	Aug-17-2016	87142063	5590818	Oct-23-2018	Oct-23-2028	Liberty Bell Equipment Corporation
MECHANICS TOOLS WAREHOUSE	United States of America	Nov-17-2009	77874713	3846780	Sep-7-2010	Sep-7-2020	Label Industries, Inc.
MEDCO (Design)	United States of America	Aug-22-2000	76113149	2496093	Oct-9-2001	Oct-9-2021	Liberty Bell Equipment Corporation
NATIONAL TOOL WAREHOUSE	United States of America	Jan-24-2005	78552661	3012392	Nov-1-2005	Nov-1-2025	Label Industries, Inc.
NATIONAL TOOL WAREHOUSE	United States of America	Sep-28-2011	85433967	4149606	May-29-2012	May-29-2022	Label Industries, Inc.
NESCO	United States of America	Dec-14-1998	75605474	2570562	May-21-2002	May-21-2022	Nestor Sales LLC
PAINTERS PRIDE PRODUCTS	United States of America	Jun-4-1998	75496315	2644896	Nov-5-2002	Nov-5-2022	Liberty Bell Equipment Corporation
PERFORMANCE 1	United States of America	Sep-27-2005	76647547	3212093	Feb-27-2007	Feb-27-2027	Nestor Sales LLC

TOOL GUY (Design)	United States of America	Nov-17- 2009	77874732	3814089	Jul-6-2010	Jul-6- 2020	Label Industries, Inc.
ORS NASCO	US State Alabama	Dec-08- 2015	115-818	115-818	Dec-08-2015	Dec-08- 2020	Essendant Industrial LLC
ORS NASCO	US State Ohio	Sep-30- 2015	2433255	2433255	Sep-30-2015	Sep-30- 2020	Essendant Industrial LLC
ORS NASCO AN ESSENDANT COMPANY	US State South Carolina	Nov-19- 2015	79-412787	79-412787	Nov-19-2015	Nov-19- 2025	Essendant Industrial LLC
B FLEX Design	United States of America	Nov-30- 2000	76173298	2492668	Sep-25-2001	Sep-25- 2021	Essendant Industrial LLC
B FLEX	United States of America	Nov-24- 1999	75858170	2390033	Sep-26-2000	Sep-26- 2020	Essendant Industrial LLC
Rectangle Design	United States of America	Nov-25- 1999	75857275	2461182	Jun-19-2001	Jun-19- 2021	Essendant Industrial LLC
OKI BERING	United States of America	Nov-24- 1999	75857362	2404096	Nov-14-2001	Nov-14- 2020	Essendant Industrial LLC
OKI BERING	United States of America	Nov-24- 1999	75857436	2616298	Sep-10-2002	Sep-10- 2022	Essendant Industrial LLC
OKI BERING	United States of America	Nov-24- 1999	75857440	2406111	Nov-21-2000	Nov-21- 2020	Essendant Industrial LLC
OKI BERING	United States of America	Nov-24- 1999	75857473	2404098	Nov-14-2000	Nov-14- 2020	Essendant Industrial LLC

	United States of America	Nov-24-1999	75857651	2404099	Nov-14-2000	2020	Essendant Industrial LLC
OKI BERING	United States of America	Nov-24-1999	75857699	2404100	Nov-14-2000	2020	Essendant Industrial LLC

2. TRADEMARK APPLICATIONS

N/A

3. IP LICENSES

N/A