

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547393

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mid-West Wholesale Hardware Co. | | 10/31/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MidCap Financial Trust, as Collateral Agent | | |
| Street Address: | 7255 Woodmont Avenue, Suite 200 | | |
| Internal Address: | c/o MidCap Financial Services, LLC, as servicer | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | Statutory Trust: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88347615 | BANNER SOLUTIONS | |
| Serial Number: | 88347612 | BANNER SOLUTIONS | |
| Serial Number: | 88347606 | B | |
| Serial Number: | 88347574 | BANNER SOLUTIONS | |
| Serial Number: | 88347012 | B | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 3129932652 | | |
| Email: | heather.poitras@lw.com | | |
| Correspondent Name: | Heather Poitras | | |
| Address Line 1: | 330 North Wabash | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 058728.0041 | | |
| NAME OF SUBMITTER: | Heather Poitras | | |
| SIGNATURE: | /hp/ | | |

CH \$140.00 88347615

| | |
|---------------------|------------|
| DATE SIGNED: | 10/31/2019 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made as of October 31, 2019 (the "*Effective Date*") between each of the signatories hereto (collectively, the "*Grantors*") in favor of MIDCAP FINANCIAL TRUST, as collateral agent for the Secured Parties (in such capacity, the "*Collateral Agent*") (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of October 31, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Pledge and Security Agreement*"), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Trademarks of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

SECTION 1. GRANT OF SECURITY.

As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following Collateral which, for the avoidance of doubt, shall not include any Excluded Assets:

All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. §1051(d) or amendment to allege use under 15 U.S.C. §1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the

foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “*Trademarks*”).

SECTION 2. RECORDATION.

Each Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 3. COUNTERPARTS.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. GOVERNING LAW.

This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 5. CONFLICT PROVISION.

This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MID-WEST WHOLESALE HARDWARE CO.,
as a Grantor

By: 
Name: Jeffrey Calhoun
Title: Vice President, Secretary and Treasurer

Address:
1000 N. Century Avenue
Kansas City, MO 64120

AKRON HARDWARE CONSULTANTS, INC.,
as a Grantor

By: 
Name: Jeffrey Calhoun
Title: Vice President, Secretary and Treasurer

Address:
1100 Killian Road
Akron, Ohio 44319

[Signature Page to Trademark Security Agreement]

MIDCAP FINANCIAL TRUST, as Collateral
Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Address:





c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006783 FRAME: 0589

**SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT**

Trademarks and trademark applications:

| Grantor | Item | Status | Serial # /App. # | Registration # | Filing Date | Jurisdiction |
|---|--|------------|---------------------|----------------|----------------|---------------|
| Mid-West Wholesale Hardware Co. |  | Pending | 88347615 | N/A | 3/20/19 | United States |
| Mid-West Wholesale Hardware Co. |  | Pending | 88347612 | N/A | 3/20/19 | United States |
| Mid-West Wholesale Hardware Co. |  | Pending | 88347606 | N/A | 3/19/19 | United States |
| Mid-West Wholesale Hardware Co. | BANNER SOLUTIONS | Pending | 88347574 | N/A | 3/19/19 | United States |
| Mid-West Wholesale Hardware Co. |  | Pending | 88347012 | N/A | 3/19/19 | United States |
| Akron Hardware Consultants, Inc. | Preferred Lock Supply | Registered | 86454930 | 5130578 | 11/14/14 | United States |