

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L & W Supply Corporation		10/31/2019	Corporation:
Mule-Hide Products Co., Inc.		10/31/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 SOUTH LASALLE STREET		
Internal Address:	4th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88631155	L&W SUPPLY	
Registration Number:	5663143	AEROWEB	
Registration Number:	5639759	ECHO COLORWAY	
Registration Number:	5612947	SHAPESHIFT	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	jselle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Justin C. Selle		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	401180/71		
NAME OF SUBMITTER:	Rebecca Rodal		
SIGNATURE:	/rebecca rodal/		
DATE SIGNED:	11/01/2019		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 31, 2019, by the undersigned (each, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., in its capacity as agent (in such capacity, the “**Agent**”) pursuant to the Amended and Restated Loan and Guaranty Agreement, dated as of April 16, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among ABC Supply Holding Corp., a Delaware corporation, (“**Holdings**”), American Builders & Contractors Supply Co., Inc., a Delaware corporation, (the “**Borrower**”), the Guarantors from time to time party thereto, the financial institutions party to the Credit Agreement from time to time as lenders (the “**Lenders**”) and the Agent as agent for the Lenders and Issuing Bank.

WITNESSETH:

WHEREAS, the Grantors are party to the ABL Security Agreement dated as of April 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. ABL Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Agent hereunder are subject to the terms of the ABL Intercreditor Agreement. In the

event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the ABL Intercreditor Agreement, the terms of the ABL Intercreditor Agreement shall govern.

[Signature pages follow.]

L & W SUPPLY CORPORATION

By: _____
Name:
Title:

MULE-HIDE PRODUCTS CO., INC.

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name:
Title:

Schedule I
Trademark Registrations and Use Applications

U.S. Trademarks and Applications:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	L&W Supply Corporation	L&W SUPPLY	88631155 09/25/2019	
2.	Mule-Hide Products Co., Inc.	AEROWEB	87954847 06/08/2018	5663143 01/22/2019
3.	Mule-Hide Products Co., Inc.	ECHO COLORWAY	87838411 03/17/2018	5639759 12/25/2018
4.	Mule-Hide Products Co., Inc.	SHAPESHIFT	87537444 07/21/2017	5612947 11/20/2018