

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM551002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
84 Lumber Company		11/13/2019	Limited Partnership: PENNSYLVANIA
84 IP, LLC		11/13/2019	Limited Liability Company: PENNSYLVANIA
Transformation Media LLC	FORMERLY 84 Outdoor, LLC	11/13/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1525 WEST W.T. HARRIS BLVD.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4751306	84 OUTDOOR	
Serial Number:	87841786	TM TRANSFORMATION MEDIA	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0789		
NAME OF SUBMITTER:	Betty G. Smith		
SIGNATURE:	/Betty G. Smith/		

OP \$65.00 4751306

DATE SIGNED:	11/26/2019
Total Attachments: 7 source=Trademark Security Agreement - 84 Lumber Company (2019)#page1.tif source=Trademark Security Agreement - 84 Lumber Company (2019)#page2.tif source=Trademark Security Agreement - 84 Lumber Company (2019)#page3.tif source=Trademark Security Agreement - 84 Lumber Company (2019)#page4.tif source=Trademark Security Agreement - 84 Lumber Company (2019)#page5.tif source=Trademark Security Agreement - 84 Lumber Company (2019)#page6.tif source=Trademark Security Agreement - 84 Lumber Company (2019)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13th day of November, 2019, among 84 LUMBER COMPANY, a Pennsylvania limited partnership (“84 Lumber”), 84 IP, LLC, a Pennsylvania limited liability company (“84 IP”), Transformation Media LLC, a Pennsylvania limited liability company (“Transformation Media”), and together with 84 Lumber and 84 IP, each a “Grantor” and collectively the “Grantors”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as the collateral agent (in such capacity, the “Collateral Agent”), for the benefit of itself and the Secured Parties as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Term Loan Credit Agreement, dated of even date herewith (as hereinafter amended, modified, supplemented, renewed, restated, refinanced, restructured or replaced, the “Credit Agreement”), by and among 84 Lumber 84 Properties, LLC, a Delaware limited liability company, and Pierce Hardy Limited Partnership, a Pennsylvania limited partnership, as borrowers (collectively, the “Borrowers”), the lenders party thereto, as lenders (individually each, a “Lender” and collectively, the “Lenders”) and Wells Fargo Bank, National Association, as administrative agent (the “Administrative Agent”), and the other agreements, documents and instruments referred to therein at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guaranty Agreement (as defined below), the Security Agreement (as defined below), and this Trademark Security Agreement (all of the foregoing, together with the Credit Agreement, as hereinafter amended, modified, supplemented, renewed, restated, refinanced, restructured or replaced, being collectively referred to herein as the “Loan Documents”), the Lenders have made certain financial accommodations to the Borrowers;

WHEREAS, pursuant to the Amended and Restated Guaranty Agreement, dated of even date herewith (as hereinafter amended, modified, supplemented, renewed, restated, refinanced, restructured or replaced, the “Guaranty Agreement”), by and among 84 IP, Transformation Media, the other Guarantors party thereto and the Collateral Agent, 84 IP and Transformation Media guaranteed the prompt payment and performance of all Guaranteed Obligations of the Borrowers and their Subsidiaries;

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated of even date herewith (as hereinafter amended, modified, supplemented, renewed, restated, refinanced, restructured or replaced, the “Security Agreement”), by and among 84 Lumber, 84 IP, Transformation Media, the other Grantors party thereto and the Collateral Agent, 84 Lumber, 84 IP and Transformation Media have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, and lien upon, all Collateral owned thereby; and

WHEREAS, pursuant to the Security Agreement, 84 Lumber, 84 IP, Transformation Media, the other Grantors party thereto are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

WHEREAS, 84 IP and Transformation Media are the owners of the entire right, title and interest in and to the trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing described in Schedule 1 to the Trademark Security Agreement (collectively, the “84 IP Transformation Media Collateral”);

WHEREAS, pursuant to that certain Amended and Restated Intellectual Property Agreement, dated as of March 16, 2016, by and between 84 Lumber and 84 IP (as hereinafter amended, modified, supplemented, renewed, restated, restructured or replaced, the “IP Agreement”), 84 Lumber is the holder

of exclusive world-wide licenses to use certain trademarks, tradenames, trade styles and service marks described in Schedule 2 to the Trademark Security Agreement (collectively, the “84 Lumber Collateral”, and together with the 84 IP Transformation Media Collateral, the “Trademark Collateral”);

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 that:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings ascribed thereto in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a first priority security interest in all of such Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired Trademark Collateral:

A. all of such Grantor’s Trademarks, including those referred to on Schedule 1 hereto;

B. all of such Grantor’s Intellectual Property Licenses, including, without limitation, each Intellectual Property License described in Schedule 2.

C. all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

D. all renewals, revivals or extensions of the foregoing;

E. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any Intellectual Property License; and

F. all products and proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the 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 Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency, receivership or similar case involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantors shall obtain rights to any new Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new Trademark Collateral or renewal, revival or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 and/or Schedule 2 to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, including the Trademark Collateral, whether or not listed on Schedule 1 and/or Schedule 2.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any of the other Loan Documents in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any of the other Loan Documents clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any of the other Loan Documents refer to this Trademark Security Agreement or any of the other Loan Documents, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or any of the other Loan Documents, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or any of the other Loan Documents to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or any of the other Loan Documents to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws principles thereof (other than Section 5-1401 of the New York General Obligations Law).

[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

84 LUMBER COMPANY, as Grantor

By: 
Name: Paul J. Lentz
Title: Chief Financial Officer

84 IP, LLC, as Grantor

By: 
Name: Paul J. Lentz
Title: Chief Financial Officer

TRANSFORMATION MEDIA LLC (f/k/a 84
OUTDOOR, LLC), as Grantor

By: 
Name: Paul J. Lentz
Title: Chief Financial Officer


ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as the Collateral Agent

By: Timothy J. Glass
Name: Timothy J. Glass
Title: Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

(Trademarks)

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner Name	Class(es)
TM TRANSFORMATION MEDIA 	87841786	20-MAR-2018			84 IP, LLC	35
84 OUTDOOR	86409695	30-SEP-2014	4751306	09-JUN-2015	Transformation Media LLC (f/k/a 84 Outdoor, LLC)	35

SCHEDULE 2
TO
TRADEMARK SECURITY AGREEMENT

(Licenses)

None.