

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	US Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUB Construction Specialties, Inc.		02/21/2020	Corporation: CALIFORNIA
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 Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5179746	HUB HAS IT!	
Registration Number:	5123927	THE REAL CONTRACTOR'S CHOICE	
Registration Number:	4267953	VIRTUAL ORDER DESK	
Registration Number:	5919372	HUB HAS IT!	
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:	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:	02/21/2020		
Total Attachments: 6			
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US TRADEMARK SECURITY AGREEMENT

This US TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 21st day of February, 2020, by and among the Grantor listed on the signature pages hereof (the “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 the Grantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Joinder No. 1, dated as of February 21, 2020, to the 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, the Grantor is 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, the 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. The 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 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 the 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 the Grantor 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. The 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 the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor 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 the Grantor’s obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the 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.

GRANTOR:

HUB CONSTRUCTION SPECIALTIES, INC.

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

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent**

By: _____
Name: _____
Title: _____

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.

GRANTOR:

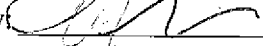
HUB CONSTRUCTION SPECIALTIES, INC.

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

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent**

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

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006869 FRAME: 0723**

SCHEDULE I
to
US TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
HUB Construction Specialties, Inc.	United States	Hub Has It!	5,179,746	April 11, 2017
HUB Construction Specialties, Inc.	United States	The Real Contractor's Choice	5,123,927	January 17, 2017
HUB Construction Specialties, Inc.	United States	Virtual Order Desk	4267953	January 1, 2013
HUB Construction Specialties, Inc.	United States	Logo for "Hub Has It!"	5919372	November 26, 2019

Trade Names

Unregistered Trade Names:

- Hub Has It
- Hub Construction Supplies Tools and Rentals
- Hub Construction Supplies and Equipment
- Hub Fabrication

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.