

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT--FIRST SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESCO Distribution, Inc.		06/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	National Banking Association: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85882703	SKYPLAY MX	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0669		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	06/22/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT - FIRST SUPPLEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of June 22, 2020 (this “**Agreement**”), is by and among WESCO Distribution, Inc., a Delaware corporation (the “**Grantor**”), and BARCLAYS BANK PLC, as administrative agent (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

Reference is made to (a) the Fourth Amended and Restated Pledge and Security Agreement dated as of the date hereof (as it may be hereafter amended, restated, supplemented or otherwise modified from time to time, the “**US Security Agreement**”), among the Company, WESCO International, Inc., a Delaware corporation (“**Holdings**”), the other parties from time to time party thereto as “**Grantors**”, and the Administrative Agent for the Lenders party to the Credit Agreement referred to below, (b) the Fourth Amended and Restated Canadian Pledge and Security Agreement dated as of the date hereof (as it may be hereafter amended, restated, supplemented or otherwise modified from time to time, the “**Canadian Security Agreement**”, and together with the US Security Agreement, the “**Collateral Agreements**”), among WESCO Canada LP, the other parties from time to time party thereto as “**Grantors**”, and the Administrative Agent for the Lenders party to the Credit Agreement referred to below, and (c) the Fourth Amended and Restated Credit Agreement dated as of the date hereof (as it may be hereafter amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Company, as a “**US Borrower**”, the other US Borrowers party thereto, WESCO Canada LP, as a “**Canadian Borrower**”, WDCC Enterprises Inc., an Alberta corporation (together with WESCO Canada LP, the “**Canadian Borrowers**” and, together with the US Borrowers, the “**Borrowers**”), Holdings, the other US Loan Parties party thereto, the Canadian Loan Parties party thereto, the lenders from time to time party thereto (the “**Lenders**”) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor (i) is either a Borrower or an affiliate of the Borrowers and will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Credit Agreement, and (ii) in order to induce the Lenders to extend such credit, executed and delivered a Collateral Agreement and the Trademark Security Agreement, dated April 25, 2013, which was recorded in the United States Patent and Trademark Office at Reel / Frame 5014/0238 and at the Canadian Intellectual Property Office at File No. 609276 (the “**Existing Trademark Security Agreement**”) pursuant to a previously executed pledge and security agreement which is being amended and restated as of the date hereof by the US Security Agreement or the Canadian Security Agreement, as applicable, and is willing to execute and deliver this Agreement to the Administrative Agent with respect to Patents acquired or recorded since the delivery of the Existing Trademark Security Agreement. Pursuant to the respective Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties agree as follows:

Section 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the respective Collateral Agreement. The rules of construction specified in Article I of each of the Collateral Agreements also apply to this Agreement.

Section 2. Grant of Security Interest. To secure the prompt and complete payment and performance of the Canadian Secured Obligations, the Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of itself and the Lenders, a security interest in all of its right, title and interest in, to and under the following property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (all of which will be collectively referred to as the “**Trademark Collateral**”):

(i) (a) the trademarks and service marks, and corresponding registrations and applications listed on Schedule I, (c) all renewals thereof, (d) all goodwill associated therewith or symbolized thereby, (e) all other assets, rights, and interests that uniquely reflect or embody such goodwill, (f) all rights and privileges arising under applicable law with respect to the use of any of the foregoing, (g) all income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (h) all rights to sue for past, present or future infringements, dilutions or other violations thereof, and (i) all rights corresponding thereto throughout the world; and

(ii) to the extent not included in the foregoing, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of the Grantor’s right, title or interest in any United States “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, but only if and solely to the extent that the granting of the Security Interest in such application would result in the invalidation of such application or any resulting registration.

Section 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as the case may be. The Grantor authorizes and requests that the Commissioner of Trademarks at the United States Patent and Trademark Office and the Registrar of Trademarks at the Canadian Intellectual Property Office, as applicable, record this Agreement.

Section 4. Collateral Agreements. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreements. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreements, the terms of the applicable Collateral Agreement shall govern.

Section 5. Term. The term of this Agreement shall be coterminous with the term of the Collateral Agreements.

Section 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 8.22 of the Collateral Agreements. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. Further Assurances. The Grantor further agrees to execute and deliver to the Administrative Agent any and all further documents and instruments, and do any and all further acts which the Administrative Agent (or the Administrative Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

Section 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

WESCO DISTRIBUTION, INC.

By  _____

Name: Brian M. Begg

Title: Treasurer

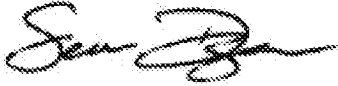
[Signature Page to Trademark Security Agreement - First Supplement]

TRADEMARK
REEL: 006975 FRAME: 0599

Acknowledged and Agreed by:

BARCLAYS BANK PLC,
as Administrative Agent

By:



Name:

Sean Duggan

Title:

Vice President

SCHEDULE I

TRADEMARKS

WESCO Distribution, Inc.

Country	Mark	Reg. No. (Serial No.)	Issue Date (Fil. Date)	Record Owner	Status
USA	CXDETECT	88/892,930 (ITU)	04/29/2020	WESCO Distribution, Inc.	Pending
USA	CXMONITOR	88/893,112	04/29/2020	WESCO Distribution, Inc.	Pending
USA	CXBRIDGE	88/893,158 (ITU)	04/29/2020	WESCO Distribution, Inc.	Pending
USA	CXDIRECT	88/778,592 (ITU)	01/30/2020	WESCO Distribution, Inc.	Pending
USA	MAXDUCT	88/675,374 (ITU)	10/31/2019	WESCO Distribution, Inc.	Pending
USA	MAXWRAP	88/675,420 (ITU)	10/31/2019	WESCO Distribution, Inc.	Pending
USA	SKYPLAY MX	85882703	06/17/2014 (03/21/2013)	WESCO Distribution, Inc.	Registered