

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590123

|   |   |                       |                         |
|---|---|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                    |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                                 |                       |                         |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                         |
| <b>Name</b>   | <b>Formerly</b>                                   | <b>Execution Date</b> | <b>Entity Type</b>      |
| COLE SUPPLY COMPANY, INC.   |   | 07/31/2020            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                         |
| <b>Name:</b>  | Owl Rock Capital Corporation, as Collateral Agent |                       |                         |
| <b>Street Address:</b>  | 399 Park Avenue, 38th Floor                       |                       |                         |
| <b>City:</b>  | New York  |                       |                         |
| <b>State/Country:</b>   | NEW YORK  |                       |                         |
| <b>Postal Code:</b>   | 10022   |                       |                         |
| <b>Entity Type:</b>   | Corporation: MARYLAND                             |                       |                         |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                     | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 3560822   | COLE                  |                         |
| <b>Registration Number:</b>   | 4780608   | COLE                  |                         |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                         |
| <b>Fax Number:</b>  | 2028357586  |                       |                         |
| <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> |   |                       |                         |
| <b>Phone:</b>   | 202-835-7500                                      |                       |                         |
| <b>Email:</b>   | dcip@milbank.com                                  |                       |                         |
| <b>Correspondent Name:</b>  | Javier J. Ramos                                   |                       |                         |
| <b>Address Line 1:</b>  | 1850 K Street, NW, Suite 1100                     |                       |                         |
| <b>Address Line 2:</b>  | Milbank, LLP                                      |                       |                         |
| <b>Address Line 4:</b>  | Washington, D.C. 20006                            |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 42845.00013                                       |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Javier J. Ramos                                   |                       |                         |
| <b>SIGNATURE:</b>   | /Javier J. Ramos/                                 |                       |                         |
| <b>DATE SIGNED:</b>   | 08/04/2020  |                       |                         |
| <b>Total Attachments: 5</b>   |   |                       |                         |
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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN  
TRADEMARKS (the “Agreement”), dated as of

Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.


SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its representative thereunto duly authorized as of the day and year first above written.


**COLE SUPPLY COMPANY, INC.**

By:   
Name: Keith Castaldi  
Title: Authorized Person

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]



Acknowledged and Agreed to as of  
the date hereof by:

**OWL ROCK CAPITAL CORPORATION,**  
as Collateral Agent and Administrative Agent

By:  \_\_\_\_\_  
Name: Alexis Maged  
Title Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS

| Registered Owner     | Mark   | Application Number | Registration Number | Registration Date |
|----------------------|--|--------------------|---------------------|-------------------|
| Cole Supply Company  | COLE<br>  | 77490111           | 3560822             | January 13, 2009  |
| Cole Supply Co. Inc. | COLE<br> | 86396621           | 4780608             | July 28, 2015     |