

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Master's Lumber & Hardware, LLC		06/23/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Byline Bank, as Agent		
Street Address:	180 N LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90139252	MTRIM	
Serial Number:	88453237	ROOMVISUALIZER SEE YOUR ROOM LIVE	
Registration Number:	6066742	PARKAY FLOORS	
Registration Number:	5882688	BRING THE FOREST HOME	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 S LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G4599-00054		
NAME OF SUBMITTER:	Robert E. Horwath		
SIGNATURE:	/s/Robert E. Horwath		
DATE SIGNED:	06/23/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of June 23, 2021, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, (i) **MBP ACQUIROR, LLC**, a Delaware limited liability company (the “*Initial Borrower*”), and (ii) immediately upon consummation of the Acquisition, **MASTER’S LUMBER & HARDWARE, LLC**, a Florida limited liability company (“*Company*”), and **LYRA IMPORTS, LLC**, a Florida limited liability company (“*Lyra*” and, together with Initial Borrower, and Company, individually and collectively, the “*Borrower*”), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof among Borrower, **MBP INTERMEDIATE CORPORATION**, a Delaware corporation (“*Parent*”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*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, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). For the avoidance of doubt, the Collateral shall not include any Excluded Property (as such term is defined in the Security Agreement). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

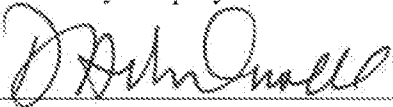
SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MASTER'S LUMBER & HARDWARE, LLC, a Florida
limited liability company

By: 
Name: Derek A. McDowell
Title: Vice President

Accepted:

BYLINE BANK, as Agent

By: 


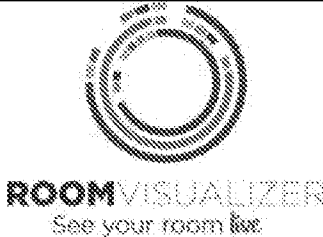
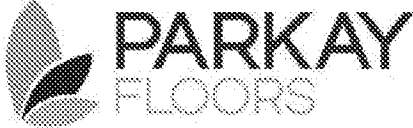

Name: Jim Kuncel

Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007334 FRAME: 0725

EXHIBIT A

Trademark	Filing Date	Serial No.	Registration No.	Registration Date
	08/26/2020	90139252		
	05/31/2019	88453237		
	02/21/2019	88309961	6066742	06/02/2020
	01/18/2019	88267105	5882688	10/15/2019