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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM657708

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		07/01/2021	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	ACS C.C.M. LLC	
Street Address:	1311 E. Woodhurst Drive	
City:	Springfield	
State/Country:	MISSOURI	
Postal Code:	65804	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	Wholesale Supply LLC	
Street Address:	1311 E. Woodhurst Drive	
City:	Springfield	
State/Country:	MISSOURI	
Postal Code:	65804	
Entity Type:	Limited Liability Company: MISSOURI	

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4488330	
Registration Number:	4488326	MEEK'S
Registration Number:	4334562	M-PRO
Registration Number:	4070925	PROGUARD

### CORRESPONDENCE DATA

**Fax Number:** 7044441111

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.

**Phone:** 7044441124

Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

REEL: 007345 FRAME: 0027

TRADEMARK

Address Line 4: Char	Charlotte, NORTH CAROLINA 28280-4000	
NAME OF SUBMITTER:	Elaine B. Hunt	
SIGNATURE:	/Elaine B. Hunt/	
DATE SIGNED:	07/02/2021	

**Total Attachments: 3** 

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TRADEMARK REEL: 007345 FRAME: 0028

## RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release"), dated as of July 1, 2021, is executed by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Agent"), in favor of ACS C.C.M. LLC, a Delaware limited liability company, and WHOLESALE SUPPLY LLC, a Missouri limited liability company (collectively, jointly and severally, "Grantors" and each individually "Grantor"). All capitalized terms used in this Release and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreement (as defined below).

### RECITALS

- A. WHEREAS, the Grantors have pursuant to that certain Trademark Security Agreement dated September 25, 2018, recorded in the United States Patent and Trademark Office (the "<u>USPTO</u>") on October 3, 2018 at Reel 6447, Frame 0409 (as the same may be amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the "<u>Trademark Security Agreement</u>") granted to Agent a Security Interest in and to all of the Grantors' rights, titles and interests in and to the Trademark Collateral, including without limitation those trademarks listed on <u>Exhibit A</u> attached hereto (collectively, the "<u>Released Collateral</u>"); and
- B. WHEREAS, Agent wishes to terminate and release, without representation or warranty, its Security Interest in and to the Released Collateral as provided in this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby terminates and releases, without representation or warranty, its Security Interest in and to the Released Collateral and terminates the Trademark Security Agreement. Agent acknowledges that this Release may be filed along with any other necessary documentation with the USPTO or any other governmental office to evidence the release granted herein at the sole expense of the Grantors. The Agent authorizes the Grantors and their designees to record this Release with the USPTO and other applicable registry at the sole expense of the Grantors and agrees to provide the Grantors with any information and additional authorization necessary to effect the release of the Security Interest in the Released Collateral.

This Release may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

[Signature page follows.]

TRADEMARK REEL: 007345 FRAME: 0029 IN WITNESS WHEREOF, Agent has executed this Release of Security Interests in Trademarks as of the date first set forth above.

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: \_\_\_\_\_ Name:

DAGO KU

Title: Authorized Signatory

# Exhibit A

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
ACS C.C.M. LLC	USA	Hammer/Hand Logo	86015199 / 4,488,330	7/19/2013 / 2/25/2014
ACS C.C.M. LLC	USA	MEEK'S (Stylized)	86015077 / 4,488,326	7/19/2013 / 2/25/2014
ACS C.C.M. LLC	USA	M-PRO	85732834 / 4,334,562	9/19/2012 / 5/14/2013
Wholesale Supply LLC	USA	PROGUARD	77560720 / 4,070,925	9/02/2008 / 12/13/2011

# **Trade Names**

<ul> <li>Meek's Building Centers</li> </ul>	-	Meek's	Building	Centers
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- Meek's Lumber and Hardware
- Meek's The Builder's Choice

# **Common Law Trademarks**

None.

**Trademarks Not Currently In Use** 

None.

**Trademark Licenses** 

None.

TRADEMARK REEL: 007345 FRAME: 0031

**RECORDED: 07/02/2021**