

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662801

| | | | |
|---|--|-----------------------------------|------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| RESUBMIT DOCUMENT ID: | 900625710 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Master's Lumber & Hardware, LLC | | 06/23/2021 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Spell Capital Mezzanine Partners SBIC II, LP | | |
| Street Address: | 222 South Ninth Street | | |
| Internal Address: | Suite 2800 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90139252 | MTRIM | |
| Serial Number: | 88453237 | ROOMVISUALIZER SEE YOUR ROOM LIVE | |
| Serial Number: | 88309961 | PARKAY FLOORS | |
| Serial Number: | 88267105 | BRING THE FOREST HOME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6129778650 | | |
| <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: | 6129778287 | | |
| Email: | enewby@taftlaw.com | | |
| Correspondent Name: | Emma Newby | | |
| Address Line 1: | 80 South 8th Street | | |
| Address Line 2: | 2200 IDS Center | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| ATTORNEY DOCKET NUMBER: | M45477-00034 | | |
| NAME OF SUBMITTER: | Emma Newby | | |
| SIGNATURE: | /Emma Newby/ | | |

| | |
|---------------------|------------|
| DATE SIGNED: | 07/27/2021 |
|---------------------|------------|

Total Attachments: 5

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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JUNE 23, 2021 BY SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP IN FAVOR OF BYLINE BANK, AS SENIOR AGENT AND SENIOR LENDER, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

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 **SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP**, a Delaware limited partnership (the “**Purchaser**”) under that certain Note Purchase Agreement (defined below),

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

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Purchaser (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 Note Purchase Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Note Purchase 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 Purchaser 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 Purchaser 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.]

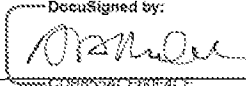
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

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

DocuSigned by:

By:



Name: Derek A. McDowell

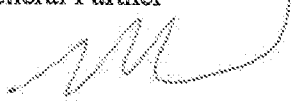
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACCEPTED:

SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP,
a Delaware limited partnership

By: SCMP MANAGEMENT II, LLC
Its: General Partner

By: 
Name: Mark R. McDonald
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

EXHIBIT A

| Trademark | Filing Date | Serial No. | Registration No. | Registration Date |
|--|--------------------|-------------------|-------------------------|--------------------------|
|  | 08/26/2020 | 90139252 | | |
|  ROOM VISUALIZER See your room live | 05/31/2019 | 88453237 | | |
|  PARKAY FLOORS | 02/21/2019 | 88309961 | 6066742 | 06/02/2020 |
|  BRING THE FOREST HOME | 01/18/2019 | 88267105 | 5882688 | 10/15/2019 |