

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683499

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Cash Flow Notice and Confirmation of Grant of Security Interest in Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
White Cap Supply Holdings, Inc.		10/19/2020	Corporation: DELAWARE
Best Materials, LLC		10/19/2020	Limited Liability Company: ARIZONA
Border Construction Specialties, LLC		10/19/2020	Limited Liability Company: DELAWARE
Brock White Company, LLC		10/19/2020	Limited Liability Company: WYOMING
Carter-Waters LLC		10/19/2020	Limited Liability Company: DELAWARE
Hub Construction Specialties, Inc.		10/19/2020	Corporation: CALIFORNIA
Masonpro, Inc.		10/19/2020	Corporation: MICHIGAN
SBP Acquisition, LLC		10/19/2020	Limited Liability Company: IOWA
Williams Equipment & Supply Company		10/19/2020	Corporation: TENNESSEE
Williams Equipment & Supply Company of Louisiana		10/19/2020	Corporation: LOUISIANA
White Cap Construction Supply, Inc.		10/19/2020	Corporation: DELAWARE
HD Supply Construction Supply, Ltd.		10/19/2020	Limited Partnership: FLORIDA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	20 King Street West, 4th Floor, Agency Services Group
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	banking coproration: CANADA

PROPERTY NUMBERS Total: 29

TRADEMARK

REEL: 007471 FRAME: 0563

Property Type	Number	Word Mark
Registration Number:	2340406	AHH HARRIS
Registration Number:	4858549	HARRIS 1500
Registration Number:	4858548	HARRIS 1500
Registration Number:	3299068	BLACK MARLIN
Registration Number:	5400968	BRIGADE
Registration Number:	3865925	BRIGADE
Registration Number:	2997227	CONTRACTOR TRADER
Registration Number:	2901054	PANEL-PRO TILT-UP ESTIMATING SOFTWARE
Registration Number:	4709330	SPEEDBUILD
Registration Number:	2385183	WC
Registration Number:	3048812	WHITE CAP
Registration Number:	3026834	WHITE CAP
Registration Number:	1478065	WHITE CAP
Registration Number:	4229388	BEST MATERIALS
Registration Number:	5713445	SPEC WEST CONCRETE SYSTEMS
Registration Number:	3880219	AGES
Registration Number:	3391139	BROCK WHITE
Registration Number:	3539935	BW FORM RELEASE HQ
Registration Number:	4172835	BW SUPPLY
Registration Number:	0424604	SATUROCK
Registration Number:	5179746	HUB HAS IT!
Registration Number:	5919372	HUB HAS IT!
Registration Number:	5123927	THE REAL CONTRACTOR'S CHOICE
Registration Number:	4267953	VIRTUAL ORDER DESK
Registration Number:	3672253	MASONPRO
Registration Number:	1751713	MASONPRO
Registration Number:	4944763	STETSON
Registration Number:	5326793	WILLIAMS EQUIPMENT & SUPPLY
Registration Number:	5500269	WILLIAMS EQUIPMENT & SUPPLY OF LOUISIANA

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 2129096000

Email: trademarks@debevoise.com

Correspondent Name: Alexandra P. Grossman, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

TRADEMARK

REEL: 007471 FRAME: 0564

NAME OF SUBMITTER:	Alexandra P. Grossman
SIGNATURE:	/Alexandra P. Grossman/
DATE SIGNED:	10/25/2021
Total Attachments: 11 source=CF - Notice of Trademarks EXECUTED#page1.tif source=CF - Notice of Trademarks EXECUTED#page2.tif source=CF - Notice of Trademarks EXECUTED#page3.tif source=CF - Notice of Trademarks EXECUTED#page4.tif source=CF - Notice of Trademarks EXECUTED#page5.tif source=CF - Notice of Trademarks EXECUTED#page6.tif source=CF - Notice of Trademarks EXECUTED#page7.tif source=CF - Notice of Trademarks EXECUTED#page8.tif source=CF - Notice of Trademarks EXECUTED#page9.tif source=CF - Notice of Trademarks EXECUTED#page10.tif source=CF - Notice of Trademarks EXECUTED#page11.tif	

**CASH FLOW 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 October 19, 2020, made by each of the parties party hereto (collectively, the "Grantors"), in favor of ROYAL BANK OF CANADA, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Cash Flow Credit Agreement, dated as of October 19, 2020 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantors and the other parties thereto have executed and delivered a Cash Flow Guarantee and Collateral Agreement, dated as of October 19, 2020, (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in

the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such 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 foregoing, 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 such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each 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 Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


WHITE CAP SUPPLY HOLDINGS, INC.

By:  _____

Name: Shawn G. Meredith

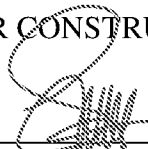
Title: Chief Financial Officer

BEST MATERIALS, LLC

By:  _____


Name: Shawn G. Meredith
Title: Chief Financial Officer

BORDER CONSTRUCTION SPECIALTIES, LLC

By:  _____

Name: Shawn G. Meredith
Title: Chief Financial Officer

BROCK WHITE COMPANY, LLC

By:  _____


Name: Shawn G. Meredith
Title: Chief Financial Officer

CARTER-WATERS LLC

By:  _____


Name: Shawn G. Meredith
Title: Chief Financial Officer

HUB CONSTRUCTION SPECIALTIES, INC.

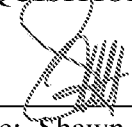
By:  _____

Name: Shawn G. Meredith
Title: Chief Financial Officer


MASONPRO, INC.

By: 
Name: Shawn G. Meredith
Title: Chief Financial Officer


SBP ACQUISITION, LLC

By: 
Name: Shawn G. Meredith
Title: Chief Financial Officer

WILLIAMS EQUIPMENT & SUPPLY
COMPANY


By: 
Name: Shawn G. Meredith
Title: Chief Financial Officer

WILLIAMS EQUIPMENT & SUPPLY
COMPANY OF LOUISIANA

By: 
Name: Shawn G. Meredith
Title: Chief Financial Officer

HD SUPPLY CONSTRUCTION SUPPLY,
LTD.

By: White Cap Buyer, LLC, its general
partner

By:  _____

Name: Shawn G. Meredith

Title: Chief Financial Officer


WHITE CAP CONSTRUCTION SUPPLY,
INC.

By:  _____

Name: Shawn G. Meredith

Title: Chief Financial Officer

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Rodica Dutka
Title: Manager, Agency

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
HD Supply Construction Supply, Ltd.	USA	AHH HARRIS & design	2,340,406	11/20/1998	4/11/2000
HD Supply Construction Supply, Ltd.	USA	HARRIS 1500	4,858,549	4/8/2015	11/24/2015
HD Supply Construction Supply, Ltd.	USA	HARRIS 1500	4,858,548	4/8/2015	11/24/2015
White Cap Construction Supply, Inc.	USA	BLACK MARLIN	3,299,068	4/13/2005	9/25/2007
White Cap Supply Holdings, Inc.	USA	BRIGADE	5,400,968	7/20/2017	2/13/2018
White Cap Supply Holdings, Inc.	USA	BRIGADE & Design	3,865,925	8/20/2007	10/19/2010
White Cap Construction Supply, Inc.	USA	CONTRACTOR TRADER	2,997,227	2/9/2004	9/20/2005
White Cap Supply Holdings, Inc.	USA	PANEL-PRO TILT-UP ESTIMATING SOFTWARE & Design	2,901,054	12/18/2001	11/9/2004
White Cap Supply Holdings, Inc.	USA	SPEEDBUILD	4,709,330	1/8/2014	3/24/2015
White Cap Construction Supply, Inc.	USA	WC & Design	2,385,183	5/10/1999	9/12/2000

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
White Cap Construction Supply, Inc.	USA	WHITE CAP	3,048,812	3/26/2004	1/24/2006
White Cap Construction Supply, Inc.	USA	WHITE CAP (Stylized)	3,026,834	3/26/2004	12/13/2005
White Cap Construction Supply, Inc.	USA	WHITE CAP (Stylized)	1,478,065	7/28/1986	2/23/1988
Best Materials, LLC	USA	BEST MATERIALS	4,229,388	2/24/2012	10/23/2012
Border Construction Specialties, LLC	USA	Spec West Concrete Systems	5,713,445	7/30/2018	4/2/2019
Brock White Company, LLC	USA	AGES	3,880,219	5/30/2007	11/23/2010
Brock White Company, LLC	USA	BROCK WHITE	3,391,139	5/1/2007	3/4/2008
Brock White Company, LLC	USA	BW FORM RELEASE HQ	3,539,935	4/8/2008	12/2/2008
Brock White Company, LLC	USA	BW SUPPLY	4,172,835	5/25/2011	7/10/2012
Carter-Waters LLC	USA	SATUROCK	0,424,604	8/18/1945	10/15/1946
Hub Construction Specialties, Inc.	USA	"Hub Has It!"	5,179,746	6/8/2016	4/11/2017
Hub Construction Specialties, Inc.	USA	"Hub Has IT!"	5,919,372	5/7/2019	11/26/2019
Hub Construction Specialties, Inc.	USA	"The Real Contractor's Choice"	5,123,927	6/9/2016	1/17/2017
Hub Construction Specialties, Inc.	USA	"Virtual Order Desk"	4,267,953	5/8/2012	1/1/2013

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
MASONPRO, Inc.	USA	MASONPRO	3,672,253	1/12/2009	8/25/2009
MASONPRO, Inc.	USA	MASONPRO	1,751,713	6/12/1992	2/9/1993
SBP Acquisition, LLC	USA	STETSON	4,944,763	7/16/2015	4/26/2016
Williams Equipment & Supply Company	USA	WILLIAMS EQUIPMENT & SUPPLY	5,326,793	10/3/2016	11/7/2010
Williams Equipment & Supply Company Of Louisiana	USA	WILLIAMS EQUIPMENT & SUPPLY OF LOUISIANA	5,500,269	10/3/2016	6/26/2018