

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnstone Supply, LLC		11/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	550 South Tryon Street, 6th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1773286	J	
Registration Number:	1773287	J	
Registration Number:	3050713	J JOHNSTONE	
Registration Number:	1816249	JOHNSTONE	
Registration Number:	0949208	JOHNSTONE	
Registration Number:	2172387	JOHNSTONE SUPPLY	
Registration Number:	6036282	JU JOHNSTONE UNIVERSITY	
Registration Number:	3839874	PARALLEL	
Registration Number:	5613820	PART STOCK	
Registration Number:	6481506	PARTSTOCK	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 1773286

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	11/01/2021
Total Attachments: 6 source=04. Project Annandale - Trademark Security Agreement#page1.tif source=04. Project Annandale - Trademark Security Agreement#page2.tif source=04. Project Annandale - Trademark Security Agreement#page3.tif source=04. Project Annandale - Trademark Security Agreement#page4.tif source=04. Project Annandale - Trademark Security Agreement#page5.tif source=04. Project Annandale - Trademark Security Agreement#page6.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified, this “Agreement”), by and between JOHNSTONE SUPPLY, LLC, a Delaware limited liability company (the “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (together with any successor collateral agent permitted by the terms of the Credit Agreement referenced below, the “Collateral Agent”).

Reference is made to the Guarantee and Collateral Agreement, dated as of November 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors (as defined therein) and the Collateral Agent. The Lenders have agreed to extend credit to Johnstone Supply, LLC, a Delaware limited liability company, subject to the terms and conditions set forth in the Credit Agreement referred to in the Collateral Agreement. The Grantor will derive substantial benefits from the extensions of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all right, title and interest in, to or under all of the following assets and properties of the Grantor now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future acquires any right, title or interest (in each case, excluding any Excluded Asset, collectively, the “Trademark Collateral”):

- (a) all United States Trademarks, including those United States Trademarks listed on Schedule I;
- (b) any and all claims for damages and injunctive relief for past, present and future infringement, misuse, misappropriation or other violation with respect to any such Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and
- (c) all Proceeds and products of all such Trademarks and all collateral security, supporting obligations and guarantees given by any Person with respect to any such Trademarks.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the payment in full of the Obligations and the termination of the Collateral Agreement, at the request of the Grantor, the Collateral Agent shall execute,

acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which constitute an original but all of which when taken together shall constitute a single contract.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. 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.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JOHNSTONE SUPPLY, LLC,

By: Julie Schultz
Name: Julie Schultz
Title: Chief Executive Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007479 FRAME: 0095






WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: *Lynn Manthy*

Name: Lynn Manthy
Title: SVP

SCHEDULE I

TRADEMARKS OWNED BY GRANTOR¹

No.	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Grantor
1.	J (Design) 	74318958 01-OCT-1992	1773286 25-MAY-1993	Johnstone Supply, LLC
2.	J (Design) 	74318959 01-OCT-1992	1773287 25-MAY-1993	Johnstone Supply, LLC
3.	J JOHNSTONE (Design) 	78556276 28-JAN-2005	3050713 24-JAN-2006	Johnstone Supply, LLC
4.	JOHNSTONE	74318957 01-OCT-1992	1816249 11-JAN-1994	Johnstone Supply, LLC
5.	JOHNSTONE	72390118 23-APR-1971	0949208 26-DEC-1972	Johnstone Supply, LLC
6.	JOHNSTONE SUPPLY	75210079 09-DEC-1996	2172387 14-JUL-1998	Johnstone Supply, LLC
7.	JU JOHNSTONE UNIVERSITY (Design) 	88390659 17-APR-2019	6036282 21-APR-2020	Johnstone Supply, LLC
8.	PARALLEL (Design) <i>parallel</i>	77752093 04-JUN-2009	3839874 31-AUG-2010	Johnstone Supply, LLC
9.	PART STOCK	87498143 20-JUN-2017	5613820 20-NOV-2018	Johnstone Supply, LLC
10.	PARTSTOCK (Design) 	88764499 17-JAN-2020	6481506 14-SEP-2021	Johnstone Supply, LLC

¹ Trademarks are currently registered under the name Johnstone Supply, Inc., with an update to chain of title coming on a post-closing basis.