

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEFCO CONSTRUCTION SUPPLY LLC		08/05/2022	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	TCG SENIOR FUNDING L.L.C.		
Street Address:	One Vanderbilt Ave., 34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6073203	SHARP	
Registration Number:	5834851	UNITED WE BUILD	
Registration Number:	5697313	UNITED WE BUILD	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9654		
Email:	ypan@proskauer.com		
Correspondent Name:	Andrew DeFalco		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	22335-102		
NAME OF SUBMITTER:	Andrew DeFalco		
SIGNATURE:	/Andrew DeFalco/		
DATE SIGNED:	08/05/2022		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of August 5, 2022, by NEFCO CONSTRUCTION SUPPLY LLC, a Connecticut limited liability company ("*Grantor*"), in favor of TCG SENIOR FUNDING L.L.C., having a principal address of One Vanderbilt Ave., 34th Floor, New York, NY 10017, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 5, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

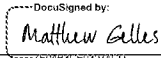
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

NEFCO CONSTRUCTION SUPPLY LLC

By: 
Name: Matthew S. Gelles
Title: President

GRANTEE

TCG SENIOR FUNDING L.L.C.

By: 

Name: Joshua Lefkowitz

Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007813 FRAME: 0060

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

Trademark Registrations and Applications

Mark	Jurisdiction	Application No. / Application Date	Registration No. / Registration Date	Owner
SHARP	United States	88582195 / August 16, 2019	6073203 / June 9, 2020	NEFCO Construction Supply LLC
UNITED WE BUILD	United States	88308092 / February 20, 2019	5834851 / August 13, 2019	NEFCO Construction Supply LLC
UNITED WE BUILD	United States	88075149 / August 12, 2018	5697313 / March 12, 2019	NEFCO Construction Supply LLC