

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acme Construction Supply Co., Inc.		08/12/2022	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	4100 Newport Place, Suite 900		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2346893	NIGHT OWL ACME CONSTRUCTION SUPPLY, INC.	
Registration Number:	2359740	TOOL RUNNER ACME CONSTRUCTION SUPPLY, IN	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Brendan M. Bement		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Brendan M. Bement		
SIGNATURE:	/brendan m. bement/		
DATE SIGNED:	08/26/2022		
Total Attachments: 3			
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GRANT OF SECURITY INTEREST

(Trademarks)

THIS GRANT OF SECURITY INTEREST, dated as of August 12, 2022 is executed by ACME CONSTRUCTION SUPPLY CO., INC., an Oregon corporation ("Borrower"), in favor of U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent.

A. Pursuant to that certain Loan and Security Agreement dated as of the date hereof, by and among Borrower, the Lenders from time to time party thereto and U.S. Bank National Association, as the Swing Line Lender, the LC Issuer and the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to Borrowers upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and are using the inventions described and claimed in the trademarks and trademark applications described on Schedule A annexed hereto and made a part hereof, which trademarks and trademark applications are pending or registered in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Pursuant to the Loan Agreement, Borrower has granted to the Administrative Agent for the benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in all right, title and interest of Borrower in and to, among other things, all of their trademarks, including the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

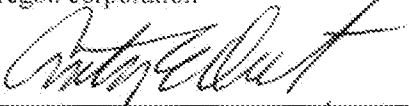
Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and each Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Grant of Security Interest to be executed as of the day and year first above written.

BORROWER:

ACME CONSTRUCTION SUPPLY CO., INC.,
an Oregon corporation

By: 
Name: ASHTON DEFOREST
Title: CEO

[Signature Page to Grant of Security Interest in Trademarks]

Schedule A

Registered Trademarks and Trademark Applications

Mark	Jurisdiction	Reg. or Serial No.	Registration Date	Current Renewal Date	Goods
Night Owl	USA	2346893	2/8/2000	5/2/2030	Delivery services for construction tools and construction supplies
Tool Runner	USA	2359740	3/28/2000	6/20/2030	Mobile repair services for tools