

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KBP ISLANDER LLC		01/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	4910 Tiedeman Road		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5522452	SHEPGUARD	
Registration Number:	3041281	IF YOUR BUILDER ISN'T USING SHEPLEY, PLE	
Registration Number:	2954840	SHEPLEY	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	020445.000121		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	01/30/2023		
Total Attachments: 5			

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ABL TRADEMARK SECURITY AGREEMENT

ABL TRADEMARK SECURITY AGREEMENT dated as of January 30, 2023 (this “**Trademark Security Agreement**”), by and between KBP Islander LLC, a Delaware limited liability company (the “**Grantor**”) and KeyBank National Association, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the ABL Credit Agreement).

Reference is made to that certain ABL Credit Agreement, dated as of December 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”), by and among Kodiak Finance Inc., a Delaware corporation (“**Holdings**”), American Builders Supply, Inc., a Delaware corporation (“**ABS**”), and Kodiak BP, LLC, a Delaware limited liability company (the “**Lead Borrower**” or “**Kodiak**”; and, together with ABS, collectively, the “**Borrowers**” and each a “**Borrower**”), the Administrative Agent and the Lenders from time to time party thereto.

Reference is also made to that certain ABL Security Agreement Joinder, dated as of the date hereof, by the Grantor and acknowledged and agreed by the Administrative Agent, which joins the Grantor to that certain ABL Pledge and Security Agreement dated as of December 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrowers, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

The Lenders have extended credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement. Consistent with the requirements set forth in Section 5.12 of the ABL Credit Agreement, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign and grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits

involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements (including, without limitation, any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" and acceptance by the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law). Nothing herein shall be construed to be an assignment of the Trademark Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

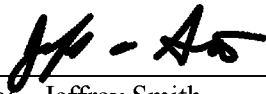
SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

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

[Signature Pages Follow]

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

KBP ISLANDER LLC

By: 
Name: Jeffrey Smith
Title: Vice President and Treasurer

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: Andrew Blickensderfer
Name: Andrew Blickensderfer
Title: Vice President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
KBP Islander LLC	5522452	July 24, 2018	SHEPGUARD
	3041281	January 10, 2006	IF YOUR BUILDER ISN'T USING SHEPLEY, PLEASE ASK WHY!
	2954840	May 24, 2005	