

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accent Wire Holdings LLC		08/04/2023	Limited Liability Company: DELAWARE
Accent Building Materials Holdings, LLC		08/04/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3927594	3-TWIST	
Registration Number:	4064308	470 PARTS CARTRIDGE	
Registration Number:	3927595	4-TWIST	
Registration Number:	3940688	ACCENT 470	
Registration Number:	4488659	ACCENT WIRE	
Registration Number:	5418957	ACCENT WIRE-TIE	
Registration Number:	3229611	BETTER BY DESIGN	
Registration Number:	4293469	DURANNEAL	
Registration Number:	4481284	GALVANIZED APEX	
Registration Number:	4481283	GALVANIZED EXTRA HI-TENSILE	
Registration Number:	3915171	PINNACLE	
Registration Number:	3393001	QUICKSILVER	
Registration Number:	5271158	SMART TIER	
Registration Number:	3229609	THE STRONGEST TIES IN THE INDUSTRY	
Registration Number:	4481286	ACCENT BUILDING MATERIALS	
Registration Number:	3764003	STRIKER	
Serial Number:	88692185	TIE ON THE FLY	

CH \$465.00 3927594

Property Type	Number	Word Mark
Serial Number:	97194784	CAT 5

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	45582.00003
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/09/2023

Total Attachments: 6

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Notice of Grant of Security Interest in Trademarks (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of August 4, 2023 (this "Agreement"), made by Accent Wire Holdings LLC, a Delaware limited liability company and Accent Building Materials Holdings, LLC, a Delaware limited liability company (individually the "Pledgor" and together the "Pledgors"), in favor of ALTER DOMUS (US) LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of August 4, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Accent Holdings, L.P., a Delaware limited partnership ("Holdings"), Accent Wire Holdings LLC, a Delaware limited liability company (as successor by merger on the date hereof to AWH MergerSub, LLC, a Delaware limited liability company) ("Accent Wire Holdings"), Accent Building Materials Holdings LLC, a Delaware limited liability company (as successor by merger on the date hereof to ABM MergerSub, LLC) ("Accent Building Materials Holdings LLC", and together with Accent Wire Holdings and their respective successors and assigns, each a "Borrower" and together the "Borrowers"), each Subsidiary of Holdings identified therein and Alter Domus (US) LLC, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgors pursuant to the Collateral Agreement did, and hereby do, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America of such Pledgor, including those listed on Schedule I;

including all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing, provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such application under applicable federal law.

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. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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.

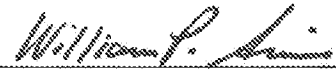
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

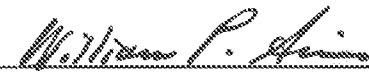
[Signature Pages Follow]

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

ACCENT BUILDING MATERIALS HOLDINGS
LLC

By: 
Name: William P. Sims
Title: Chief Executive Officer and Secretary

ACCENT WIRE HOLDINGS LLC

By: 
Name: William P. Sims
Title: Chief Executive Officer and Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks(First Lien)]

ALTER DOMUS (US) LLC,
as Collateral Agent


By: 
Name: Pinju Chiu
Title: Associate Counsel

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Accent Wire Holdings LLC and Accent Building Materials Holdings, LLC

U.S. Trademark Registrations and Applications

Mark	Owner	Registration No. Registration Date	Application No. Filing Date
3-TWIST	Accent Wire Holdings LLC	3927594	77925065
		03/08/2011	02/01/2010
470 PARTS CARTRIDGE	Accent Wire Holdings LLC	4064308	85103760
		11/29/2011	08/10/2010
4-TWIST	Accent Wire Holdings LLC	3927595	77925116
		03/08/2011	02/01/2010
ACCENT 470	Accent Wire Holdings LLC	3940688	85100667
		04/05/2011	08/05/2010
ACCENT WIRE	Accent Wire Holdings LLC	4488659	86061291
		02/25/2014	09/11/2013
ACCENT WIRE-TIE	Accent Wire Holdings LLC	5418957	87060646
		03/06/2018	06/05/2016
BETTER BY DESIGN	Accent Wire Holdings LLC	3229611	78901800
		04/17/2007	06/06/2006
DURANNEAL	Accent Wire Holdings LLC	4293469	85613127
		02/19/2013	05/01/2012
GALVANIZED APEX	Accent Wire Holdings LLC	4481284	86060025
		02/11/2014	09/10/2013
GALVANIZED EXTRA HI- TENSILE	Accent Wire Holdings LLC	4481283	86060023
		02/11/2014	09/10/2013
PINNACLE	Accent Wire Holdings LLC	3915171	77958658
		02/01/2011	03/15/2010
QUICKSILVER	Accent Wire Holdings LLC	3393001	78703777
		03/04/2008	08/30/2005
SMART TIER	Accent Wire Holdings LLC	5271158	87320370
		08/22/2017	02/01/2017
THE STRONGEST TIES IN THE INDUSTRY	Accent Wire Holdings LLC	3229609	78901699
		04/17/2007	06/06/2006

Mark	Owner	Registration No. Registration Date	Application No. Filing Date
TIE ON THE FLY	Accent Wire Holdings LLC		88692185 11/14/2019
ACCENT BUILDING MATERIALS	Accent Building Materials Holdings LLC	4481286 02/11/2014	86061287 09/11/2013
STRIKER	Accent Building Materials Holdings LLC	3764003 03/23/2010	77450943 04/17/2008
CAT-5 and Design 	Accent Building Materials Holdings LLC		97194784 12/29/2021