

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM846572

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE SUNSTONE GROUP LLC		10/16/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent		
<b>Street Address:</b>	1525 West WT Harris Blvd		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6639893	ALWAYS READY - ALWAYS EASY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Sophie Bolt		
<b>SIGNATURE:</b>	/Sophie Bolt/		
<b>DATE SIGNED:</b>	10/17/2023		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified, this “Agreement”), by and between THE SUNSTONE GROUP 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:

THE SUNSTONE GROUP LLC

By: \_\_\_\_\_

Name: Lance Devin

Title: Chief Executive Officer & President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008230 FRAME: 0314**

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: *Lynn S. Manthey*  
Name: Lynn S. Manthey  
Title: SVP

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**

**TRADEMARKS OWNED BY GRANTOR**

<b>No.</b>	<b>Mark</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Grantor</b>
1.	ALWAYS READY – ALWAYS EASY	88-754,327 / 1/10/2020	6,639,893 / 2/8/2022	The Sunstone Group LLC