

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coastal Wire Company, LLC		12/08/2023	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington St., 9th Floor		
Internal Address:	Attention: Legal Department		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2043393	COASTAL WIRE COMPANY QUALITY... OUR REPU	
Registration Number:	2065643	KLEENGREEN	
CORRESPONDENCE DATA			
Fax Number:	2124920071		
<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:	212-373-3071		
Email:	jflorio@paulweiss.com, kshmorhun@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Jenna Florio		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	024340-00001		
NAME OF SUBMITTER:	Jenna Florio		
SIGNATURE:	/Jenna Florio/		
DATE SIGNED:	12/14/2023		
Total Attachments: 5			

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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 December 8, 2023 (this "Agreement"), made by Coastal Wire Company, LLC, a South Carolina limited liability company (the "Pledgor"), 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 Pledgor pursuant to the Collateral Agreement did, and hereby does, 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.

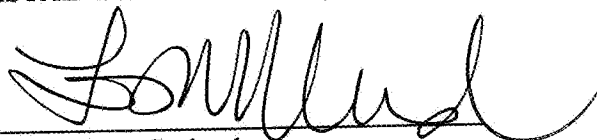
SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission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

COASTAL WIRE COMPANY, LLC

By: 

Name: Lyn Garland

Title: Chief Financial Officer

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

TRADEMARK

REEL: 008288 FRAME: 0117

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

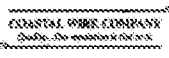
[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 008288 FRAME: 0118

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

Trademarks Owned by the Pledgor

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	2043393	March 11, 1997
KLEENGREEN	2065643	May 27, 1997

U.S. Trademark Applications

None.