

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM180955

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.		03/07/2024	Corporation: DELAWARE
L & W SUPPLY CORPORATION		03/07/2024	Corporation: DELAWARE
MULE-HIDE PRODUCTS CO., INC.		03/07/2024	Corporation: TEXAS

RECEIVING PARTY DATA

Company Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor-in-interest to U.S. Bank National Association), in its capacity as notes collateral agent
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5605076	FL FELDMAN LUMBER
Registration Number:	5749123	ROSEN MATERIALS
Registration Number:	6569182	SEAL-FAST
Registration Number:	6634798	SHUR-GARD
Registration Number:	6426739	SHUR-GARD
Registration Number:	7181930	MAXVIEW BY NORANDEX

CORRESPONDENCE DATA

Fax Number: 2125475444

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: 2125475635

Email: mpreston@mwe.com,riley@mwe.com

CH \$165.00.00 87769689

Correspondent Name: Maxwell C. Preston
Address Line 1: McDermott Will & Emery LLP
Address Line 2: One Vanderbilt Avenue
Address Line 4: New York, NEW YORK 10017-3852

ATTORNEY DOCKET NUMBER: 094349-0030

NAME OF SUBMITTER: MAXWELL PRESTON

SIGNATURE: MAXWELL PRESTON

DATE SIGNED: 03/08/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 7, 2024, by AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC., a Delaware corporation (the “**Issuer**”), L & W SUPPLY CORPORATION, a Delaware corporation (“**L&W**”), MULE-HIDE PRODUCTS CO., INC., a Texas corporation (“**Mule Hide**”, and together with the Issuer and L&W, each, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor-in-interest to U.S. Bank National Association), in its capacity as notes collateral agent (in such capacity, the “**Notes Collateral Agent**”) pursuant to the Indenture, dated as of October 31, 2019 (as amended by that certain Supplemental Indenture No. 1 and First Amendment to Notes Security Agreement, dated as of January 19, 2024 (the “**First Amendment**”), as amended by that certain Supplemental Indenture No. 2, dated as of January 19, 2024 (the “**Supplemental Indenture No. 2**”), and as further amended, supplemented or otherwise modified from time to time, the “**Indenture**”), among ABC Supply Holding Corp., a Delaware corporation, (“**Holdings**”), the Grantors, the Guarantors from time to time party thereto and U.S. Bank Trust Company, National Association as trustee and Notes Collateral Agent.

WITNESSETH:

WHEREAS, each Grantor is party to that certain Notes Security Agreement dated as of October 31, 2019 (as amended by the First Amendment, that certain Supplement No. 1, dated as of January 19, 2024 (the “**Supplement No. 1**”), and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Notes Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, each Grantor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks of each Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Notes Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Notes Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Notes Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. Release. Upon either (i) the consummation of any disposition of Collateral identified herein to any third party pursuant to a transaction permitted by the terms of the Indenture or (ii) any other release of the liens on the Collateral identified herein as provided in the Indenture, then the security interest granted hereby in such Collateral shall automatically and immediately terminate and the Notes Collateral Agent shall promptly, at the reasonable request and expense of each Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations in accordance with the provisions of the Indenture upon each Grantor's request, Notes Collateral Agent will promptly, at the sole expense of such Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by each Grantor to evidence such termination and release.


SECTION 8. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTION 6.08 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages follow.]


**AMERICAN BUILDERS & CONTRACTORS
SUPPLY CO., INC., as Grantor**

By: 
Name: James Anderson
Title: Chief Financial Officer and Treasurer

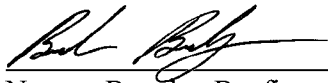
L & W SUPPLY CORPORATION, as Grantor

By: 
Name: James Anderson
Title: Chief Financial Officer and Treasurer

MULE-HIDE PRODUCTS CO., INC., as Grantor


By: 
Name: James Anderson
Title: Chief Financial Officer and Treasurer

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Notes Collateral Agent**

By:  _____
Name: Brandon Bonfig
Title: Vice President

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
L & W Supply Corporation		United States	5605076	2018-11-13
L & W Supply Corporation		United States	5749123	2019-05-14
Mule-Hide Products Co., Inc.	SEAL-FAST	United States	6569182	2021-11-23
Mule-Hide Products Co., Inc.	Shur-Gard	United States	6634798	2022-02-01
Mule-Hide Products Co., Inc.	SHUR-GARD	United States	6426739	2021-07-20
American Builders & Contractors Supply Co., Inc.	MaXvieW by NORANDEX	United States	7181930	2023-10-03