

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM181194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

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:	BANK OF AMERICA, N.A., in its capacity as agent
Street Address:	833 E. Michigan Street, Suite 701
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
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, rriley@mwe.com

Correspondent Name: Maxwell C. Preston

Address Line 1: McDermott Will & Emery LLP

CH \$165.00.00 87769689

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 (“**ABC**”), L & W SUPPLY CORPORATION, a Delaware corporation (“**L&W**”), MULE-HIDE PRODUCTS CO., INC., a Texas corporation (“**Mule Hide**”, and together with ABC and L&W, each, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., in its capacity as agent (in such capacity, the “**Agent**”) pursuant to the Amended and Restated Loan and Guaranty Agreement, dated as of April 16, 2013, as amended by that certain First Amendment to the Amended and Restated Loan and Guaranty Agreement and the Amendment and Restatement Agreement, dated as of June 14, 2013, by that certain the Second Amendment to the Amended and Restated Loan and Guaranty Agreement, dated as of January 7, 2016, by that certain Third Amendment to the Amended and Restated Loan and Guaranty Agreement and First Amendment to the Security Agreement, dated as of September 28, 2018, by that certain Fourth Amendment to the Amended and Restated Loan and Guaranty Agreement, dated as of April 14, 2020, by that certain Fifth Amendment to the Amended and Restated Loan and Guaranty Agreement and Second Amendment to the Security Agreement, dated as of July 7, 2022, by that certain Sixth Amendment to the Amended and Restated Loan and Guaranty Agreement, dated as of April 3, 2023, by that certain Seventh Amendment to the Amended and Restated Loan and Guaranty Agreement and Third Amendment to the U.S. Security Agreement, dated as of January 19, 2024, and as further amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantors, the other Borrowers and Guarantors from time to time party thereto, the financial institutions party thereto from time to time, as lenders (the “**Lenders**”), and the Agent, as agent for the Lenders, Issuing Bank and Swingline Lender.

WITNESSETH:

WHEREAS, each Grantor is party to the ABL Security Agreement dated as of April 16, 2013, as amended by that certain Third Amendment to the Amended and Restated Loan and Guaranty Agreement and First Amendment to the Security Agreement, dated as of September 28, 2018, by that certain Fifth Amendment to the Amended and Restated Loan and Guaranty Agreement and Second Amendment to the Security Agreement, dated as of July 7, 2022, by that certain Seventh Amendment to the Amended and Restated Loan and Guaranty Agreement and Third Amendment to the U.S. Security Agreement, dated as of January 19, 2024, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the 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 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the 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 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 Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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 Agent shall otherwise determine.

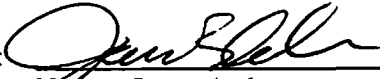
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in 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. ABL Intercreditor Agreement. 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 Agent hereunder are subject to the terms of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the ABL Intercreditor Agreement, the terms of the ABL Intercreditor Agreement shall govern.

[Signature pages follow.]


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

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

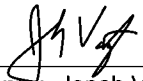
L & W SUPPLY CORPORATION

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

MULE-HIDE PRODUCTS CO., INC.

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

BANK OF AMERICA, N.A.,
as Agent

By:  _____
Name: Jonah Vogt
Title: Senior 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