

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM183934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
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., as Administrative Agent		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87769689	FL FELDMAN LUMBER	
Serial Number:	88055269	ROSEN MATERIALS	
Serial Number:	90492428	SEAL-FAST	
Serial Number:	90477724	SHUR-GARD	
Serial Number:	90284933	SHUR-GARD	
Serial Number:	97565199	MAXVIEW BY NORANDEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8007130755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Michael Violet		

OP \$165.00.00 87769689

SIGNATURE:	Michael Violet
DATE SIGNED:	03/11/2024
Total Attachments: 6 source=ABC Supply - Trademark Security Agreement (ABC_LW_MHP) (TLB) EXECUTED 3.7.2024#page1.tif source=ABC Supply - Trademark Security Agreement (ABC_LW_MHP) (TLB) EXECUTED 3.7.2024#page2.tif source=ABC Supply - Trademark Security Agreement (ABC_LW_MHP) (TLB) EXECUTED 3.7.2024#page3.tif source=ABC Supply - Trademark Security Agreement (ABC_LW_MHP) (TLB) EXECUTED 3.7.2024#page4.tif source=ABC Supply - Trademark Security Agreement (ABC_LW_MHP) (TLB) EXECUTED 3.7.2024#page5.tif source=ABC Supply - Trademark Security Agreement (ABC_LW_MHP) (TLB) EXECUTED 3.7.2024#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 1. American Builders & Contractors Supply Co., Inc.
 Corporation - Delaware
 2. L & W Supply Corporation
 Corporation - Delaware
 3. Mule-Hide Products Co., Inc.
 Corporation - Texas
 Partnership Limited Partnership
 Corporation- State: _____
 Other _____
 Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :
 Execution Date(s) March 7, 2024
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No
 Name: Bank of America, N.A., as Administrative Agent
 Street Address: One Bryant Park
 City: New York
 State: NY
 Country: USA Zip: 10036
 Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Banking Association chartered federally by
Comptroller of the Currency in Washington, D.C.
 If assignee is not domiciled in the United States, a domestic
 representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.
 A. Trademark Application No.(s) _____ Text _____
 B. Trademark Registration No.(s) _____
 see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Doris Ka - Senior Paralegal (Intellectual Property)
 Internal Address: Cahill Gordon & Reindel LLP
 Street Address: 32 Old Slip
 City: New York
 State: NY Zip: 10005
 Phone Number: (212) 701-3569
 Docket Number: ABC Supply (08061.2600)
 Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 6
 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 Deposit Account Number _____
 Authorized User Name _____

9. Signature: *Doris Ka* March 11, 2024
 Signature Date
 Doris Ka
 Name of Person Signing
 Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 7, 2024, by the undersigned (each, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent (in such capacity, the “**Administrative Agent**”) pursuant to the Third Amended and Restated Term Loan Credit Agreement, dated as of January 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among ABC Supply Holding Corp., a Delaware corporation, (“**Holdings**”), American Builders & Contractors Supply Co., Inc., a Delaware corporation, (the “**Borrower**”), the Guarantors from time to time party thereto, the Administrative Agent and the lenders from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Amended and Restated Term Loan Security Agreement dated as of October 31, 2016 (as amended by the Second Amendment to the Second Amended and Restated Term Loan Credit Agreement and First Amendment to the Amended and Restated Term Loan Security Agreement, dated as of January 19, 2024, as supplemented by that certain Supplement No. 1, dated as of January 19, 2024, as amended by the Third Restatement Agreement, dated as of January 31, 2024, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative 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 Administrative 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 such 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 Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Administrative Agent shall otherwise determine.

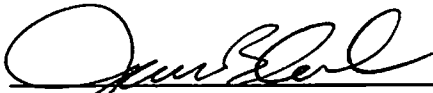
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security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

[Trademark Security Agreement]

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Angela Berry
Name: Angela Berry
Title: Assistant Vice President

**Schedule I
Trademark Registrations and Use Applications**

U.S. Trademarks and Applications:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	L & W Supply Corporation		87769689 01/25/2018	5605076 11/13/2018
2.	L & W Supply Corporation		88055269 07/27/2018	5749123 05/14/2019
3.	Mule-Hide Products Co., Inc.	SEAL-FAST	90492428 01/27/2021	6569182 11/23/2021
4.	Mule-Hide Products Co., Inc.	Shur-Gard	90477724 01/20/2021	6634798 02/01/2022
5.	Mule-Hide Products Co., Inc.	SHUR-GARD	90284933 10/28/2020	6426739 07/20/2021
6.	American Builders & Contractors Supply Co., Inc.	MaXvieW by NORANDEX	97565199 08/25/2022	7181930 10/03/2023