

REC

01-11-2001

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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101579713

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

White Cap Industries II, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 3-10-2000

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association, as
 Internal Address: Administrative Agent
U.S. Bank Place
 Street Address: 601 Second Ave. South
 City: Minneapolis State: MN ZIP: 55402

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule I attached.

B. Trademark Registration No.(s)

See Schedule I attached.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jackie Lee
 Internal Address: Access Information Services,
Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: _____

13

7. Total fee (37 CFR 3.41).....\$ 340.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01/09/2001 RANWED1 00000054 1478065

01 FS:488
02 FC:488

I, the undersigned, declare under penalty of perjury that the foregoing is a true and correct copy of the original document.

Jackie Lee
Name of Person Signing

Jackie Lee
Signature

1-2-01
Date

Total number of pages including cover sheet, attachments, and document: 9

Schedule 1
to Trademark
Security Agreement

WHITE CAP INDUSTRIES II, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
White Cap	1,478,065	February 23, 1988

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Application. Date</u>
Arizona's Pro-Contractor Supplier	75-721,681	June 4, 1999
California's Pro-Contractor Supplier	75-719,755	June 4, 1999
Colorado's Pro-Contractor Supplier	75-721,680	June 4, 1999
Nevada's Pro-Contractor Supplier	75-743,301	July 6, 1999
New Mexico's Pro-Contractor Supplier	75-719,752	June 4, 1999
Oregon's Pro-Contractor Supplier	75-742,904	July 6, 1999
Texas Pro-Contractor Supplier	75-702,264	May 10, 1999
Utah's Pro-Contractor Supplier	75-743,937	July 6, 1999
Washington's Pro-Contractor Supplier	75-743,179	July 6, 1999
Building Across America	75-719,754	June 4, 1999
Poly-Ply Forming Panel (and Design)	75-467,482	April 17, 1999
WC (and Design)	75-702,746	May 10, 1999

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, White Cap Industries II, Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 10, 2000 (as such agreement may be amended from time to time, the "**Security Agreement**") among White Cap Industries II, Inc., White Cap Industries, Inc., the Subsidiary Guarantors party thereto and U.S. Bank National Association, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Lien Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property (except certain excluded property) of the Lien Grantor, including all right, title and interest of Lien Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of the Lien Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor does hereby grant to the Grantee, to secure the Secured Obligations of the Lien Grantor, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of Trademark Property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer there unto duly authorized as of the 10th day of March, 2000.

WHITE CAP INDUSTRIES II, INC.

By: *[Signature]*
Title: CFO & SVP Finance

Acknowledged:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10th day of March, 2000.

WHITE CAP INDUSTRIES II, INC.

By: _____
Title:

Acknowledged:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

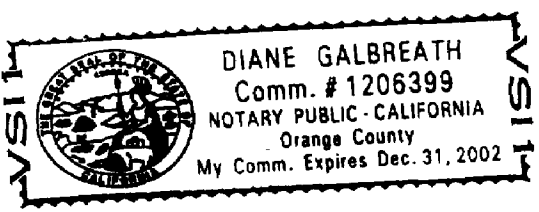
By: Dale H. Way
Title: Corporate Banking Officer

STATE OF Calif.)
) ss.:
COUNTY OF Orange)

I, Diane Galbreath, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Chris Lane, CFO, S.U.P. Finance of WHITE CAP INDUSTRIES II, Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chris Lane, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6 day of March, 2000

Diane Galbreath
Signature of notary public
My Commission expires 12/31/02



**Schedule 1
to Trademark
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(NY) 06961/613/MISC/trademark.exe.wpd

EXCLUSIVE TRADEMARK LICENSES

NONE

(NY) 06961/613/MISC/trademark.exe.wpd

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RECORDED: 01/08/2001

**TRADEMARK
REEL: 002210 FRAME: 0030**