

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM700267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmar, LLC		12/30/2021	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1244177	WILMAR	
Registration Number:	1918635	PT PERFORMANCE TOOL	
Registration Number:	3706863	NORTHWEST TRAIL	
Registration Number:	3236050	PERFORMANCE TOOL	
Registration Number:	4229452	PT POWER	
Registration Number:	4462285	FIREPOINT	
Registration Number:	4462288	LED FIREPOINT TACTICAL	
Registration Number:	4977353	PT POWER	
Registration Number:	5057701	PT PERFORMANCE TOOL	
Registration Number:	5025660	PT PERFORMANCE TOOL	
Registration Number:	5137351	PT PERFORMANCE TOOL	
Registration Number:	5137403	PT PERFORMANCE TOOL	
Registration Number:	5363785	AIRTIGHT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@katten.com		

CH \$340.00 1244177

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 W. Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207545-00316

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 01/06/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2021 (this “Agreement”), among WILMAR, LLC (the “Grantor”) and BMO HARRIS BANK N.A., as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of December 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WILMAR INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), WILMAR PURCHASER, LLC, a Delaware limited liability company (the “Initial Borrower”), upon the consummation of the Acquisition, WILMAR, LLC, a Washington limited liability company (“Wilmar”; the Initial Borrower and Wilmar are referred to herein individually and collectively as the “Borrower”), the Lenders party thereto, and BMO HARRIS BANK N.A., as Administrative Agent (the “Administrative Agent”), and (b) the Collateral Agreement, dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Initial Borrower, upon the consummation of the Acquisition, Wilmar, the other grantors from time to time party thereto, and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademarks and trademark applications, including the goodwill associated therewith, listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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. Termination. Upon Payment in Full, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WILMAR, LLC, as Grantor

By

BW
Name: Burton Wold
Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WILMAR, LLC, as Grantor

By: _____
Name: Burton Wold
Title: Chief Financial Officer

BMO HARRIS BANK N.A., as Administrative Agent

By: 
Name: Zachary Duloc
Title: Managing Director

TRADEMARK COLLATERAL

Registered Trademarks

Mark	Jurisdiction	Registration No.	Registration Date	Current Assignee
WILMAR	United States	1,244,177	07/05/1983	Wilmar, LLC (f/k/a Wilmar Corporation)
PT PERFORMANCE TOOL	United States	1,918,635	05/17/1995	Wilmar, LLC (f/k/a Wilmar Corporation)
NORTHWEST TRAIL	United States	3,706,863	11/03/2009	Wilmar, LLC (f/k/a Wilmar Corporation)
PERFORMANCE TOOL	United States	3,236,050	05/01/2007	Wilmar, LLC (f/k/a Wilmar Corporation)
PT POWER	United States	4,229,452	10/23/2012	Wilmar, LLC (f/k/a Wilmar Corporation)
FIREPOINT	United States	4,462,285	01/07/2014	Wilmar, LLC (f/k/a Wilmar Corporation)
LED FIREPOINT TACTICAL	United States	4,462,288	01/07/2014	Wilmar, LLC (f/k/a Wilmar Corporation)
PT POWER	United States	4,977,353	06/14/2016	Wilmar, LLC (f/k/a Wilmar Corporation)
PT PERFORMANCE TOOL	United States	5,057,701	10/11/2016	Wilmar, LLC (f/k/a Wilmar Corporation)
PT PERFORMANCE TOOL	United States	5,025,660	08/23/2016	Wilmar, LLC (f/k/a Wilmar Corporation)
PT PERFORMANCE TOOL	United States	5,137,351	02/07/2017	Wilmar, LLC (f/k/a Wilmar Corporation)
PT PERFORMANCE TOOL	United States	5,137,403	02/07/2017	Wilmar, LLC (f/k/a Wilmar Corporation)
AIRTIGHT	United States	5,363,785	12/26/2017	Wilmar, LLC (f/k/a Wilmar Corporation)

Trademark Applications

None.