

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling Site Access Solutions, LLC		02/07/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC, as administrative agent		
Street Address:	77 King Street West, 26th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6877346	CLEAN-EXIT	
Registration Number:	6877347	TERRACROSS	
Registration Number:	5171953	TERRALAM	
Registration Number:	5475781	STERLING	
Registration Number:	5530472	STERLING	
Serial Number:	97727122	STERLING	
Serial Number:	97727171	STERLING STRUCTURAL	
Serial Number:	97727208	MIDWEST ACCESS SOLUTIONS A STERLING COMP	
Serial Number:	97727188	MIDWEST ACCESS SOLUTIONS	
Serial Number:	97727147	LION LUMBER	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-7146		
Email:	lgoode@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	LUCAS E. GOODE/JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		

CH \$265.00 6877346

ATTORNEY DOCKET NUMBER:	927268-000013
NAME OF SUBMITTER:	LUCAS E. GOODE
SIGNATURE:	/LUCAS E. GOODE/
DATE SIGNED:	02/07/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 7, 2023, is made by Sterling Site Access Solutions, LLC, an Illinois limited liability company (the “Grantor”), in favor of Toronto Dominion (Texas) LLC (“TDTX”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders, the Issuing Bank and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among BW Sterling Debt Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), to be merged with and into Sterling Lumber Parent, LLC, a Delaware limited liability company (the “Target”, and following the consummation of the Acquisition Agreement, the “Parent Borrower”), Sterling Lumber Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), the other Credit Parties party thereto from time to time, the Lenders from time to time party thereto, the Issuing Bank and the Agent, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein.

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement dated as of the date hereof in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and the Agent to enter into the Loan Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement or Guaranty and Security Agreement, as applicable.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and exclusive IP Licenses included in the Collateral providing for the grant by or to such Grantor of any right under any

Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 3 Guaranty and 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6 Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7 Release and Termination. At the time provided in Section 11.22 of the Loan Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Loan Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Agent shall promptly execute and

deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**STERLING SITE ACCESS
SOLUTIONS, LLC**, an Illinois limited
liability company, as Grantor

By: 
Name: Carter Sterling
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

TORONTO DOMINION (TEXAS) LLC, as Agent

By: David Perlman
Name: David Perlman
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

NAI-1534919850


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**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Grantor	Mark	Registration Number	Filing Date	Registration Date	Country
Sterling Site Access Solutions, LLC	CLEAN-EXIT	6877346	September 23, 2021	October 18, 2022	USA
Sterling Site Access Solutions, LLC	TERRACROSS	6877347	September 23, 2021	October 18, 2022	USA
Sterling Site Access Solutions, LLC	TERRALAM	5171953	October 15, 2014	March 28, 2017	USA
Sterling Site Access Solutions, LLC	 Sterling	5475781	September 17, 2014	May 22, 2018	USA
Sterling Site Access Solutions, LLC	STERLING	5530472	September 17, 2014	July 31, 2018	USA

2. TRADEMARK APPLICATIONS

Grantor	Mark	Application Number	Filing Date	Country
Sterling Site Access Solutions, LLC	STERLING ----	97727122	December 21, 2022	USA
Sterling Site Access Solutions, LLC	STERLING STRUCTURAL ----	97727171	December 21, 2022	USA

Sterling Site Access Solutions, LLC	MIDWEST ACCESS SOLUTIONS A STERLING COMPANY <small>© 2022</small>	97727208	December 21, 2022	USA
Sterling Site Access Solutions, LLC	MIDWEST ACCESS SOLUTIONS <small>MIDWEST ACCESS SOLUTIONS</small>	97727188	December 21, 2022	USA
Sterling Site Access Solutions, LLC	LION LUMBER <small>© 2022</small>	97727147	December 21, 2022	USA

3. EXCLUSIVE TRADEMARK LICENSES

None.