

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM786776

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New South Construction Supply, LLC		02/10/2023	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	383 Madison Avenue		
<b>Internal Address:</b>	Floor 22		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10179		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3395533	KNOW HOW. CAN DO.	
<b>Registration Number:</b>	3402613	NEW SOUTH CONSTRUCTION SUPPLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6172485000		
<b>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2011745-0007		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		
<b>SIGNATURE:</b>	/sara bauer/		
<b>DATE SIGNED:</b>	02/14/2023		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of February 10, 2023 (this "Trademark Security Agreement"), is entered into by NEW SOUTH CONSTRUCTION SUPPLY, LLC ("Grantor") in favor of JPMORGAN CHASE BANK, N.A., in its capacity as agent for the Lenders pursuant to the ABL Credit Agreement (as defined below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Revolving Loan and Security Agreement dated as of November 13, 2018 (as amended by that certain (i) First Amendment to Revolving Loan and Security Agreement, dated as of June 10, 2021, (ii) Second Amendment to Revolving Loan and Security Agreement, dated as of October 12, 2022 and (iii) that certain Third Amendment to Revolving Loan and Security Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, modified, supplemented, extended, renewed, or replaced from time to time, the "ABL Credit Agreement") in favor of the Agent 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 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the ABL Credit Agreement and used herein have the meaning given to them in the ABL Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto, including all goodwill associated with such Trademarks.

SECTION 3. The ABL Credit 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 ABL Credit Agreement and the 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 ABL Credit Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the ABL Credit Agreement, the provisions of the ABL Credit Agreement shall control.

SECTION 4. Termination. Upon the termination of the ABL Credit Agreement in accordance with Section 14.14 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the 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

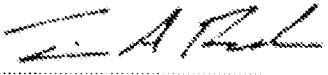
hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 15.13 and 15.14 of the ABL Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

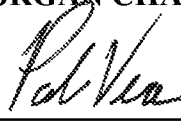
NEW LOAN PARTIES:

**NEW SOUTH CONSTRUCTION  
SUPPLY, LLC**

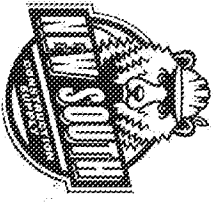
By:   
Name: Timothy Rash  
Title: Chief Executive Officer

AGENT:

**JPMORGAN CHASE BANK, N.A.**

By:   
Name: Pablo Vera  
Title: Authorized Officer

**Schedule I  
Trademark Registrations and Use Applications**

Grantor	Trademark	Application Number and Date	Registration Number and Date	Status
New South Construction Supply, LLC	KNOW HOW. CAN DO.	77084675 01/17/2007	3395533 03/11/2008	Registered
New South Construction Supply, LLC	NEW SOUTH CONSTRUCTION SUPPLY and Design 	77084747 01/17/2007	3402613 03/25/2008	Registered

**TRADEMARK**

**REEL: 007969 FRAME: 0705**