

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOLVERINE BRASS, INC.		12/23/2016	Corporation: DELAWARE
PLUMBMASTER, INC		12/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway		
Internal Address:	Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	76581647	BIG ORANGE	
Serial Number:	75936426	WOLVERINE BRASS	
Serial Number:	75244178	ENDURANCE	
Serial Number:	75120634	THE CENTENNIAL COLLECTION	
Serial Number:	86459701	ARTIS	
Serial Number:	86640790	WOLVERINEBRASS AUTHORIZED PLUMBER	
Serial Number:	86819075	FINALE ULTIMATE	
Serial Number:	86819264	WOLV-XPEX	
Serial Number:	86391861	THE BEAST	
Serial Number:	86873693	THE BEAST	
Serial Number:	87254873	TIMELESS	
Serial Number:	87254857	VOGUE	
Serial Number:	86652608	SIMPLICITY	
Serial Number:	78270916	GATORSKIN	
Serial Number:	76604247	ETERNITY	
Serial Number:	85687167	PLUMBMASTER	
Serial Number:	85687163	PLUMBMASTER	

CH \$640.00 76581647

Property Type	Number	Word Mark
Serial Number:	85687224	PLUMBMASTER
Registration Number:	4305147	PLUMBMASTER
Serial Number:	85688328	SUPPLY AMERICA
Serial Number:	85688341	WAREHOUSE SHOPPER
Serial Number:	85696806	STOCK EZ KIT
Serial Number:	85696830	DRAYNAMITE
Serial Number:	85696819	LOOSE-N
Serial Number:	86156687	GATORSKIN

CORRESPONDENCE DATA

Fax Number: 4045725100
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.
Phone: 404-572-3431
Email: cfraser@kslaw.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	PPG - 52990.515111
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	12/23/2016

Total Attachments: 6
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2016 (this "Security Agreement"), is made by Wolverine Brass, Inc., a Delaware corporation ("Wolverine Brass") and Plumbmaster, Inc., a Delaware corporation ("Plumbmaster" and together with Wolverine Brass, collectively the "Grantors" and each a "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Professional Plumbing Group, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of December 23, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantors, have entered into the Guaranty and Security Agreement, dated as of December 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

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

Section 2 Grant of Security Interest in Trademark Collateral. Each 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 Grantors, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** **Schedule I** correctly sets forth all applied for and federally registered Trademarks owned by each Grantor in its own name as of the date hereof.

Section 5 **Grantors Remain Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This 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 7 **Governing Law.** This 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.

[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.

WOLVERINE BRASS, INC.

By: 

Name: Deanna Miller

Title: Chief Financial Officer

PLUMMASTER, INC.

By: 

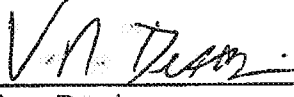
Name: Deanna Miller

Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 

Name: Vinay Desai

Title: Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005951 FRAME: 0347

SCHEDULE I

Trademarks and Trademark Licenses

1. REGISTERED TRADEMARKS

Serial Number	Country	Registration Number	Word Mark	Registered Owner
76581647	US	2935926	BIG ORANGE	Wolverine Brass, Inc.
75936426	US	2455061	WOLVERINE BRASS	Wolverine Brass, Inc.
75244178	US	2147506	ENDURANCE	Wolverine Brass, Inc.
75120634	US	2159480	THE CENTENNIAL COLLECTION	Wolverine Brass, Inc.
8497357	China	8497357	WB WOLVERINEBRASS	Wolverine Brass, Inc.
86/459,701	US	4,886,819	ARTIS	Wolverine Brass, Inc.
86/640,790	US	4974761	WOLVERINEBRASS AUTHORIZED PLUMBER	Wolverine Brass, Inc.
86/819,075	US		FINALE ULTIMATE	Wolverine Brass, Inc.
86/819,264	US		WOLV-XPEX	Wolverine Brass, Inc.
86/391,861	US	5,050,303	THE BEAST	Wolverine Brass, Inc.
86/873,693	US		THE BEAST	Wolverine Brass, Inc.
87254873	US		TIMELESS	Wolverine Brass, Inc.
87254857	US		VOGUE	Wolverine Brass, Inc.
86652608	US		SIMPLICITY	Wolverine Brass, Inc.
78270916	US	2906427	GATORSKIN	Plumbmaster, Inc.
76604247	US	2994066	ETERNITY	Plumbmaster, Inc.
85687167	US	4331006	PLUMBMASTER (Class 8 Hand tools)	Plumbmaster, Inc.
85687163	US	4305143	PLUMBMASTER (Class 9 Electrical Supplies)	Plumbmaster, Inc.
85687224	US	4312413	PLUMBMASTER (Class 11 Plumbing Repair Parts)	Plumbmaster, Inc.

58687190	US	4305147	PLUMBMASTER (Class 6 Metal Hardware)	Plumbmaster, Inc.
85688328	US	4331010	SUPPLY AMERICA	Plumbmaster, Inc.
85688341	US	4320303	WAREHOUSE SHOPPER	Plumbmaster, Inc.
85696806	US	4320483	STOCK EZ KITS	Plumbmaster, Inc.
85696830	US	4305320	DRAYNAMITE	Plumbmaster, Inc.
85696819	US	4305319	LOOSE-N	Plumbmaster, Inc.
86156687	US	4575776	GATORSKIN	Plumbmaster, Inc.

2. TRADEMARK APPLICATIONS

None.