

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOUTHERNCARLSON, INC.		03/29/2018	Corporation: DELAWARE
NORTHECOMM, LLC		03/29/2018	Limited Liability Company: DELAWARE
INTERCHANGE BRANDS, LLC		03/29/2018	Limited Liability Company: NEBRASKA

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL AGENT
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Corporation: NEW YORK
Name:	KKR LOAN ADMINISTRATION SERVICES LLC, AS ADMINISTRATIVE AGENT
Street Address:	9 WEST 57TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2537667	CARLSON SYSTEMS
Registration Number:	4915006	CHALLENGER
Registration Number:	4952413	CHALLENGER
Registration Number:	5028125	CHALLENGER
Registration Number:	3659669	PIONEER
Registration Number:	3659670	PIONEER
Registration Number:	4392844	PROP-LOCK
Registration Number:	4392843	PROP-LOCK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1372130	INTERCHANGE BRANDS LLC
Registration Number:	3810751	INTERCHANGE BRANDS, LLC
Registration Number:	3827389	INTERCHANGE BRANDS, LLC
Registration Number:	3813854	INTERCHANGE BRANDS, LLC
Registration Number:	3954162	INTERCHANGE BRANDS, LLC
Registration Number:	3609493	INTERCHANGE BRANDS, LLC
Registration Number:	3551124	INTERCHANGE BRANDS, LLC
Registration Number:	3551123	INTERCHANGE BRANDS, LLC
Registration Number:	4993802	REDLOCK
Registration Number:	4642579	STRAPLOCK
Registration Number:	1378620	KENTEC
Registration Number:	2774558	NAILZONE
Registration Number:	4382892	PREMIER FASTENERS
Registration Number:	5028503	SOUTHERNCARLSON
Registration Number:	5247290	SOUTHERNCARLSON
Registration Number:	5276324	SOUTHERNCARLSON
Registration Number:	5229135	OUR PROMISE MEANS MORE.
Registration Number:	5055988	OUR PROMISE MEANS MORE.
Serial Number:	87740329	FLOORMASTER
Serial Number:	87740341	FLOORMASTER
Serial Number:	87442630	PREMIER FASTENERS
Serial Number:	87408615	RIVER CITY BUILDING SUPPLY
Serial Number:	87326491	AIR KING
Serial Number:	77611167	TOOLBARN.COM
Serial Number:	76574048	TIMBER-PRO

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-3393

Email: ksolomon@stblaw.com

Correspondent Name: LORI LESSER, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 051207/0032

NAME OF SUBMITTER: LORI LESSER

SIGNATURE: /LL/

DATE SIGNED:

04/10/2018

Total Attachments: 10

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SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of March 29, 2018, made by SOUTHERNCARLSON, INC., a Delaware corporation, NORTHECOMM, LLC, a Delaware limited liability company and INTERCHANGE BRANDS, LLC, a Nebraska limited liability company, each having a principal place of business at 10840 Harney Street, Omaha, NE 68154 (each a "Grantor" and collectively, the "Grantors"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, having a principal place of business at 60 Wall Street New York, New York 10005, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties and KKR LOAN ADMINISTRATION SERVICES LLC, having a principal place of business at 9 West 57th Street New York, New York 10019, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (collectively, the "Lenders"). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Fastener Acquisition, Inc., a Delaware corporation (the "Parent Borrower"), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, the "Borrowers" and each a "Borrower"), the Collateral Agent, the Administrative Agent and the Lenders, the Lenders have severally agreed to make extensions of credit (collectively, the "Loans") to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantors, the Parent Borrower, Fastener Midco, Inc., a Delaware corporation (together with any successor in interest thereto, "Holding") and certain Subsidiaries of the Parent Borrower from time to time party thereto have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent and the Administrative Agent; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent and the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial

accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, pursuant to the Second Lien Guarantee and Collateral Agreement it granted to the Collateral Agent and the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed opposite such Grantor's name on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except as provided in Subsection 3.3 of the Second Lien Guarantee and Collateral Agreement (it being understood that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License).

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

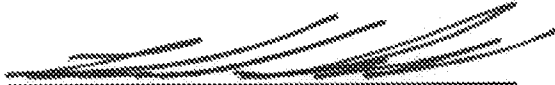
SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * *

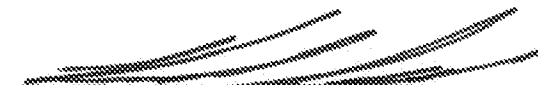
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


SOUTHERNCARLSON, INC.

By: 
Name: Kenneth D. Sweder
Title: Chief Executive Officer


NORTHECOMM, LLC

By: 
Name: Kenneth D. Sweder
Title: Manager

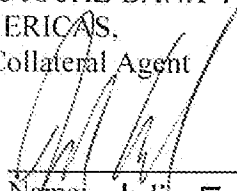
INTERCHANGE BRANDS, LLC

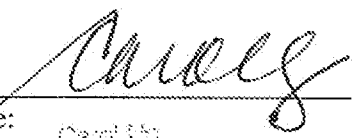
By: 
Name: Kenneth D. Sweder
Title: Chief Executive Officer

KKR LOAN ADMINISTRATION SERVICES
LLC,
as Administrative Agent

By: 
Name: Cade Thompson
Title: Authorized Signatory

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent


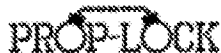
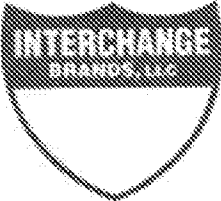
By: 
Name: Julia Engel
Title: Vice President

By: 
Name: Carol Big
Title: Vice President


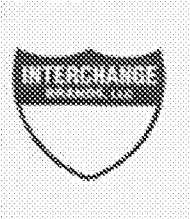

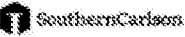
[Signature Page to Second Lien Notice and Confirmation of Grant of Security Interest in
Trademarks]

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Serial Number	Registration Number
SouthernCarlson, Inc. (as successor to Carlson Systems, Holdings, Inc.)	CARLSON SYSTEMS	75/866325	2537667
SouthernCarlson, Inc. (as successor to Carlson Systems Holdings, Inc.)	CHALLENGER	86/496295	4915006
SouthernCarlson, Inc. (as successor to Carlson Systems Holdings, Inc.)	CHALLENGER	86/496305	4952413
SouthernCarlson, Inc. (as successor to Carlson Systems Holdings, Inc.)	CHALLENGER	86/631011	5028125
SouthernCarlson, Inc. (as successor to Carlson Systems, LLC)		76/657519	3659669
SouthernCarlson, Inc. (as successor to Carlson Systems, LLC)	PIONEER	76/657520	3659670
SouthernCarlson, Inc. (as successor to Carlson Systems Holdings, Inc.)	PROP-LOCK and Design 	85/384812	4392844
SouthernCarlson, Inc. (as successor to Carlson Systems Holdings, Inc.)	PROP-LOCK	85/384743	4392843
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design  <i>Disclaimer: "Brands" and "LLC"</i>	73/527596	1372130
Interchange Brands,	INTERCHANGE BRANDS, LLC and	77/871827	3810751

Owner	Mark	Serial Number	Registration Number
LLC	Design  <i>Disclaimer: "Brands, LLC"</i>		
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design  <i>Disclaimer: "Brands, LLC"</i>	77/871862	3827389
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design  <i>Disclaimer: "Brands, LLC"</i>	77/871885	3813854
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design  <i>Disclaimer: "Brands, LLC"</i>	85/112424	3954162
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design  <i>Disclaimer: "Brands" and "LLC"</i>	77/257797	3609493
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	77/257739	3551124

Owner	Mark	Serial Number	Registration Number
	 <p><i>Disclaimer: "Brands" and "LLC"</i></p>		
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design  <p><i>Disclaimer: "Brands" or "LLC"</i></p>	77/257727	3551123
Interchange Brands, LLC	REDLOCK	86/172168	4993802
Interchange Brands, LLC	STRAPLOCK	86/172193	4642579
SouthernCarlson, Inc. (as successor to Kentec, Inc.)	KENTEC	73/544015	1378620
SouthernCarlson, Inc. (as successor to Nailzone, LLC)	NAILZONE	76/299535	2774558
SouthernCarlson, Inc. (as successor to Southern Fastening Systems, LLC)	PREMIER FASTENERS and Design  <p><i>Disclaimer: "FASTENERS" and the design of nails.</i></p>	85/748864	4382892
SouthernCarlson, Inc. (as successor to Fastener Holdings, Inc.)	SOUTHERNCARLSON	86/753926	5028503
SouthernCarlson, Inc. (as successor to Fastener Holdings, Inc.)	SOUTHERNCARLSON	86/957911	5247290
SouthernCarlson, Inc.	SouthernCarlson 	87/326485	5276324
SouthernCarlson, Inc. (as successor to Fastener Holdings, Inc.)	OUR PROMISE MEANS MORE.	86/957806	5229135
SouthernCarlson, Inc. (as successor to Fastener Holdings, Inc.)	OUR PROMISE MEANS MORE.	86/754043	5055988

Owner	Mark	Serial Number	Registration Number
Fastener Holdings, Inc.)			
SouthernCarlson, Inc.	FLOORMASTER	87/740329	PENDING
SouthernCarlson, Inc.	FLOORMASTER	87/740341	PENDING
SouthernCarlson, Inc.	PREMIER FASTENERS	87/442630	PENDING
SouthernCarlson, Inc.	RIVER CITY BUILDING SUPPLY	87/408615	PENDING
SouthernCarlson, Inc.	AIR KING	87/326491	PENDING
Northecomm, LLC	TOOLBARN.COM	77/611167	3635171
Northecomm, LLC	TIMBER-PRO	76/574048	3069729