

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.		06/25/2018	Corporation: DELAWARE
L & W SUPPLY CORPORATION		06/25/2018	Corporation: DELAWARE
MULE-HIDE PRODUCTS CO., INC.		06/25/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	60 Wall Street, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3272097	NEXGEN
Registration Number:	5192596	PERFEXION
Serial Number:	87619415	CEDAR KNOLLS
Registration Number:	5134780	F5
Registration Number:	5088327	HELIX
Registration Number:	5147985	MULE-HIDE
Registration Number:	5301577	JTS 1

CORRESPONDENCE DATA

Fax Number: 3129847700

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: 312-372-2000

Email: Ghouhanisin@mwe.com, Smccann@mwe.com

Correspondent Name: McDermott Will & Emery LLP

Address Line 1: 444 W. Lake Street, Suite 4000

TRADEMARK

Address Line 4:	Chicago, ILLINOIS 60606-0029
NAME OF SUBMITTER:	George M. Houhanisin
SIGNATURE:	/George M. Houhanisin/
DATE SIGNED:	07/19/2018
Total Attachments: 5 source=JUNE 2018 - ABC - TL - Trademark Security Agreement (2)#page1.tif source=JUNE 2018 - ABC - TL - Trademark Security Agreement (2)#page2.tif source=JUNE 2018 - ABC - TL - Trademark Security Agreement (2)#page3.tif source=JUNE 2018 - ABC - TL - Trademark Security Agreement (2)#page4.tif source=JUNE 2018 - ABC - TL - Trademark Security Agreement (2)#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 25, 2018, by AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC., L & W SUPPLY CORPORATION and MULE-HIDE PRODUCTS CO., INC. (individually, a “Grantor”, and, collectively, the “Grantors”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent (in such capacity, the “Administrative Agent”) pursuant to the Amended And Restated Term Loan Credit Agreement, dated as of October 31, 2016 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ABC Supply Holding Corp., a Delaware corporation, (“Holdings”), American Builders & Contractors Supply Co., Inc., a Delaware corporation, (the “Borrower”), the Guarantors from time to time party thereto, the Administrative Agent and the lenders from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of October 31, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative 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 such Grantor:

(a) registered Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

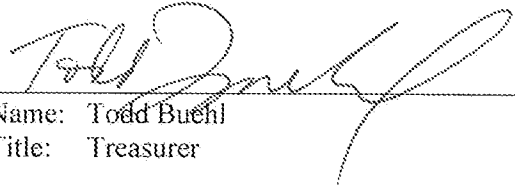
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security 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.

SECTION 6. ABL Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the ABL Intercreditor Agreement, the terms of the ABL Intercreditor Agreement shall govern.

[Signature pages follow.]

AMERICAN BUILDERS & CONTRACTORS
SUPPLY CO., INC.
L & W SUPPLY CORPORATION
MULE-HIDE PRODUCTS CO., INC.

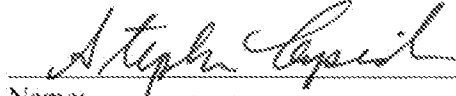
By: 
Name: Todd Buchl
Title: Treasurer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By:


Name: Marguerite Sutton
Title: Vice President

By:


Name: Stephen R. Lapidus
Title: Director

Schedule I
Trademark Registrations and Trademark Applications

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
NEXGEN	78849846 03/30/2006	3272097 07/31/2007	L & W SUPPLY CORPORATION
perfexion	86937681 03/11/2016	5192596 04/25/2017	American Builders & Contractors Supply Co., Inc. DBA Norandex
Cedar Knolls	87619415 09/22/2017	N/A N/A	American Builders & Contractors Supply Co., Inc. DBA Norandex
F5	87033752 05/11/2016	5134780 01/31/2017	Mule-Hide Products Co., Inc.
helix	86877230 01/15/2016	5088327 11/22/2016	Mule-Hide Products Co., Inc.
MULE-HIDE	86880021 01/19/2016	5147985 02/21/2017	Mule-Hide Products Co., Inc.
JTS 1	87386621 03/27/2017	5301577 10/03/2017	Mule-Hide Products Co., Inc.