

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526104

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Collateral Agent		06/03/2019	Corporation: NEW YORK
KKR Loan Administration Services LLC, as Administrative Agent		06/03/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SOUTHCARLSON, INC.
Street Address:	10840 Harney Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68154
Entity Type:	Corporation: DELAWARE
Name:	NORTHECOMM, LLC
Street Address:	10840 Harney Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68154
Entity Type:	Limited Liability Company: DELAWARE
Name:	INTERCHANGE BRANDS, LLC
Street Address:	10840 Harney Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68154
Entity Type:	Limited Liability Company: NEBRASKA

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2537667	CARLSON SYSTEMS
Registration Number:	4915006	CHALLENGER
Registration Number:	4952413	CHALLENGER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5028125	CHALLENGER
Registration Number:	3659669	PIONEER
Registration Number:	3659670	PIONEER
Registration Number:	4392844	PROP-LOCK
Registration Number:	4392843	PROP-LOCK
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
Registration Number:	3635171	TOOLBARN.COM
Registration Number:	3069729	TIMBER-PRO

CORRESPONDENCE DATA

Fax Number: 2128911699

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: 2128911618

Email: chgoip@jenner.com

Correspondent Name: Carole A. Duran

Address Line 1: 919 Third Avenue

Address Line 2: c/o Jenner & Block LLP

TRADEMARK

REEL: 006660 FRAME: 0336

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	57183-10026
NAME OF SUBMITTER:	Carole A. Duran
SIGNATURE:	/carole a. duran/
DATE SIGNED:	06/03/2019
Total Attachments: 8 source=Release_of_Trademarks - SECOND Lien#page1.tif source=Release_of_Trademarks - SECOND Lien#page2.tif source=Release_of_Trademarks - SECOND Lien#page3.tif source=Release_of_Trademarks - SECOND Lien#page4.tif source=Release_of_Trademarks - SECOND Lien#page5.tif source=Release_of_Trademarks - SECOND Lien#page6.tif source=Release_of_Trademarks - SECOND Lien#page7.tif source=Release_of_Trademarks - SECOND Lien#page8.tif	

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

This TERMINATION AND RELEASE OF SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 3, 2019 (this “Termination and Release”) from 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”) to 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”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of March 29, 2018 (as amended 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;

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 March 29, 2018 (as amended from time to time, the “Second Lien Guarantee and Collateral Agreement”), in favor of the Collateral Agent and the Administrative Agent (collectively, the “Agents”);

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 (the “Security Interest”) in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks dated March 29, 2018 (the “Trademark Security Agreement”) was recorded in the Trademark Division of the United States Patent and Trademark Office on April 10, 2018 at Reel 6342 and Frame 0556; and

WHEREAS, the Agents now desire to terminate and release the entirety of the Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agents hereby state as follows:

Section 1. Definitions. Unless otherwise defined herein, terms defined in this Termination and Release and used herein have the meaning given to them in the Trademark Security Agreement, the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement, as applicable. The term "Trademark Collateral", as used herein, shall mean all of the Grantors' right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks.

Section 2. Release of Security Interest. The Agents hereby release, discharge, terminate and cancel all of their Security Interest in the Trademark Collateral, and any right, title or interest of the Agents in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Agents have acquired any right, title or interest in and to the Trademark Collateral, without representation or warranty of any kind, hereby re-transfer, re-convey, and re-assign such right, title or interest to the Grantors.

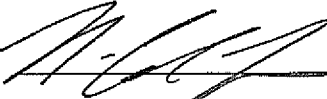
Section 4. Further Assurances. The Agents hereby agree to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby. The Agents hereby authorize and request that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.

Section 5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first written above.

KKR LOAN ADMINISTRATION SERVICES LLC,
as Administrative Agent

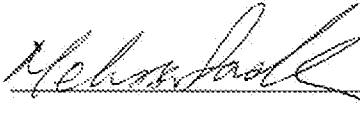
By:  _____

Name: **W. Cade Thompson**
Title: **Authorized Signatory**

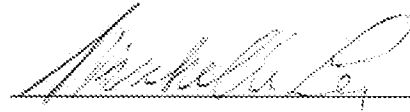
[Signature Page to Second Lien Termination and Release]

TRADEMARK
REEL: 006660 FRAME: 0340

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 


Name: Melissa Sadler
Title: Vice President

By: 

Name: MICHELLE LEE
Title: VICE PRESIDENT

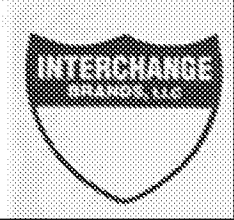
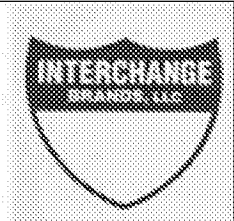
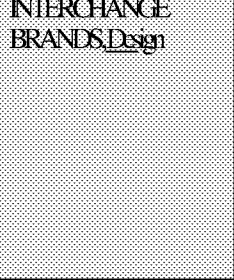
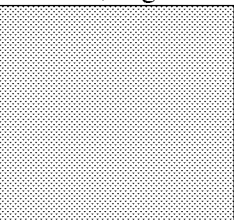
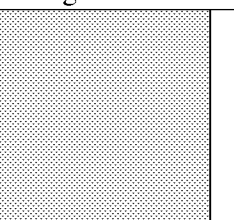
[Signature Page to Second Lien Termination and Release]

SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS

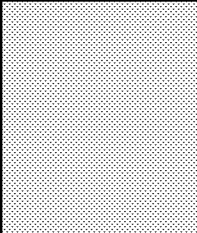
Owner	Mark	Serial Number	Registration Number
SouthernCarlson, Inc. (as successor to Carlson Systems,	CARLSON SYSTEMS	75/866325	2537667
SouthernCarlson, Inc. (as successor to Carlson Systems	CHALLENGER	86/496295	4915006
SouthernCarlson, Inc. (as successor to Carlson Systems	CHALLENGER	86/496305	4952413
SouthernCarlson, Inc. (as successor to Carlson Systems	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	PROP-LOCK	85/384743	4392843
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design Disclaimer: "Brands" and "LLC"	73/527596	1372130
Interchange Brands,	INTERCHANGE BRANDS, LLC and	77/871827	3810751

[Schedule to Termination and Release]

TRADEMARK
REEL: 006660 FRAME: 0342

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

[Schedule to Termination and Release]

Owner	Mark	Serial Number	Registration Number
	Disclaimer: "Brands" and "LLC"		
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	77/257727	3551123
	 Disclaimer: or "LLC"		
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 Disclaimer: "FASTENERS" and the design of nails.	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

[Schedule to Termination and Release]

SouthernCarlson, Inc. (as successor to Fastener Holdings, Inc.)	OUR PROMISE MEANS MORE.	86/754043	5055988
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
Northcomm, LLC	<u>TOOLBARN.COM</u>	77/611167	3635171
Northcomm, LLC	TIMBER-PRO	76/574048	3069729

[Schedule to Termination and Release]