

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Delaney Hardware Co.		12/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	555 E. Lancaster Ave., Ste 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	5040417	ANSLEY	
Registration Number:	4050805	ARTINO	
Registration Number:	3905279	ASHEVILLE	
Registration Number:	5152976	AVINO	
Registration Number:	5036324	BELTON	
Registration Number:	3816948	BENNETT	
Registration Number:	4175290	BRAVURA	
Registration Number:	3920828	BRAYDEN	
Registration Number:	4046798	BRIONA	
Registration Number:	3597592	CALLAN	
Registration Number:	4047158	CANOVA	
Registration Number:	3909172	CARLYLE	
Registration Number:	3816947	CHATHAM	
Registration Number:	3998106	CIRA	
Registration Number:	3905278	COLTON	
Registration Number:	3935269	CORDOBA	
Registration Number:	5698724	D	
Registration Number:	4819436	DAYTON	
Registration Number:	3103141	DCO	

OP \$1015.00 5040417

Property Type	Number	Word Mark
Registration Number:	3294694	DELANEY
Registration Number:	4688409	DERBY
Registration Number:	3902642	FAIRFIELD
Registration Number:	5044554	GALWAY
Registration Number:	3833167	HATHAWAY
Registration Number:	3920832	KENDALL
Registration Number:	3920831	MILTON
Registration Number:	3866466	NEWPORT
Registration Number:	3912033	OLIVIA
Registration Number:	3644052	PRIVEX
Registration Number:	3920829	RONDA
Registration Number:	4046799	SANTO
Registration Number:	4755386	SHELTON
Registration Number:	4526282	SILONA
Registration Number:	3875658	SORRENTO
Registration Number:	3990698	STONEHENGE
Registration Number:	3935271	TRALEE
Registration Number:	5189158	VALERO
Registration Number:	4054241	VISCONTI
Registration Number:	3935456	WATERFORD
Registration Number:	3935270	WICKLOW

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 3122013865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.138

NAME OF SUBMITTER: Sharon Patterson

SIGNATURE: /sharon patterson/

DATE SIGNED: 12/27/2019

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this December 20, 2019, by and between THE DELANEY HARDWARE CO., a Delaware corporation ("Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Sargent & Greenleaf, Inc., an Indiana corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Joinder to Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, the "Joinder to Security Agreement"); and

WHEREAS, pursuant to the Security Agreement (as such term is defined in the Joinder to Security Agreement referred to above), Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, other than Excluded Property (collectively, the "Trademark Collateral");

(a) all of its Trademarks and all licenses to the foregoing to which it is a party, including those Trademarks registered under the laws of the United States and referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights registered under the laws of the United States of each Grantor except any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of

which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH OF GRANTOR AND AGENT HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH OF GRANTOR AND AGENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH OF GRANTOR AND AGENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON GRANTOR OR AGENT, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR, OR AGENT, AS APPLICABLE, AT THE ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. WAIVER OF JURY TRIAL. GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTOR AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

9. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, *mutatis mutandi*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

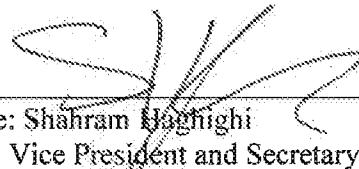
GRANTOR:

THE DELANEY HARDWARE CO., a
Delaware corporation

By: _____

Name: Shahram Haghghi

Title: Vice President and Secretary

A handwritten signature in black ink, appearing to read 'SHAHRAM HAGHGI', is written over a horizontal line. The signature is stylized and somewhat cursive.

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**LBC CREDIT AGENCY SERVICES, LLC, as
Agent**


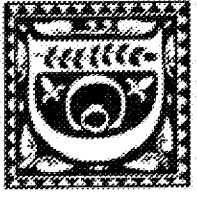
By: 

Name: David E. Fraimow

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations and Applications

Trademark	Country	Status	Application No.	Date Filed	Registration No.	Registration Date
ANSLEY	United States	Registered			5040417	September 13, 2016
ARTINO	United States	Registered			4050805	8 & 15 March 24, 2017
ASHEVILLE	United States	Registered			3905279	8 & 15 June 14, 2016
AVINO	United States	Registered			5152976	February 28, 2017
BELTON	United States	Registered			5036324	September 6, 2016
BENNETT	United States	Registered			3816948	8 & 15 August 22, 2015
BRAVURA	United States	Registered			4175290	August 28, 2017
BRAYDEN	United States	Registered			3920828	8 & 15 June 11, 2016
BRIONA	United States	Registered			4046798	8 & 15 January 12, 2017
CALLAN	United States	Registered			3597592	March 31, 2019

Trademark	Country	Status	Application No.	Date Filed	Registration No.	Registration Date
CANOVA	United States	Registered			4047158	August 7, 2017
CARLYLE	United States	Registered			3909172	8 & 15 April 7, 2016
CHATHAM	United States	Registered			3816947	8 & 15 August 22, 2015
CIRA	United States	Registered			3998106	8 & 15 March 24, 2017
COLTON	United States	Registered			3905278	8 & 15 April 7, 2016
CORDOBA	United States	Registered			3935269	8 & 15 June 11, 2016
D and Design 	United States	Registered			5698724	March 12, 2019
DAYTON	United States	Registered			4819436	September 22, 2015
DCO and Design 	United States	Registered			3103141	June 13, 2016
DELANEY	United States	Registered			3294694	September 18, 2017

Trademark	Country	Status	Application No.	Date Filed	Registration No.	Registration Date
DERBY	United States	Registered			4688409	February 17, 2015
FAIRFIELD	United States	Registered			3902642	8 & 15 April 7, 2016
GALWAY	United States	Registered			5044554	September 20, 2016
HATHAWAY	United States	Registered			3833167	January 23, 2017
KENDALL	United States	Registered			3920832	8 & 15 June 11, 2016
MILTON	United States	Registered			3920831	8 & 15 June 11, 2016
NEWPORT	United States	Registered			3866466	8 & 15 January 21, 2016
OLIVIA	United States	Registered			3912033	8 & 15 April 2, 2016
PRIVEX	United States	Registered			3644052	8 & 15 September 23, 2014
RONDA	United States	Registered			3920829	8 & 15 June 11, 2016
SANTO	United States	Registered			4046799	8 & 15 January 12, 2017
SHELTON	United States	Registered			4755386	June 16, 2015
SILONA	United States	Registered			4526282	May 6, 2014

Trademark	Country	Status	Application No.	Date Filed	Registration No.	Registration Date
SORRENTO	United States	Registered			3875658	8 & 15 April 2, 2016
STONEHENGE	United States	Registered			3990698	8 & 15 March 24, 2017
TRALEE	United States	Registered			3935271	8 & 15 June 13, 2016
VALERO	United States	Registered			5189158	April 25, 2017
VISCONTI	United States	Registered			4054241	August 7, 2017
WATERFORD	United States	Registered			3935456	8 & 15 June 11, 2016
WICKLOW	United States	Registered			3935270	8 & 15 June 13, 2016