

07-31-2000

7.3.00



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other Stock Purchase

Conveying Party

Mark if additional names of conveying parties attached

Name Electric Laboratories and Sales Corporation

Execution Date
Month Day Year
 04 04 96

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other 1818239

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Hughes Supply, Inc.

DBA/AKA/TA Suite 200

Composed of

Address (line 1) 20 North Orange Avenue

Address (line 2)

Address (line 3) Orlando Florida 32801

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization Florida

FOR OFFICE USE ONLY

07/28/2000 DNGUYEN 00000246 1818239

01 FC:481 40.00 DP
02 FC:482 25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002111 FRAME: 0477

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,818,239"/>	<input type="text" value="1,843,279"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Robert L. Wolter, Esq.

June 29, 2000

Name of Person Signing

Signature

Date Signed

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT, dated April 4, 1996 (this "Agreement") by and among HUGHES SUPPLY, INC., a Florida corporation (the "Purchaser"), RAY A. SPARKS, individually and as custodian for Melinda Leigh Sparks and as custodian for Megan Anne Sparks under the Illinois Uniform Transfer to Minors Act, the holders of all of the issued and outstanding common capital stock of ELASCO (as hereinafter defined) (hereinafter collectively referred to as the "Stockholders").

W I T N E S S E T H:

WHEREAS, the Stockholders are the holders of all of the issued and outstanding (i) no par value common capital stock of Electric Laboratories and Sales Corporation, a Delaware corporation ("Electric"), and (ii) no par value common capital stock of Elasco Agency Sales, Inc., an Illinois corporation ("Agency") (Electric and Agency are hereinafter collectively referred to as "ELASCO") (and the foregoing stock is collectively referred to as the "ELASCO Common Stock"); and

WHEREAS, the Purchaser desires to purchase from the Stockholders, and the Stockholders desire to sell to the Purchaser, all of the ELASCO Common Stock, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereby, the representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Purchaser and the Stockholders do hereby agree as follows:

ARTICLE I

Acquisition of the ELASCO Common Stock

1.1 Acquisition of the ELASCO Common Stock. Upon the terms and subject to the conditions hereinafter set forth, at the Closing (as defined in Section 7.1 of this Agreement) the Stockholders shall sell, transfer and deliver to the Purchaser and the Purchaser shall acquire from the Stockholders all of the shares of ELASCO Common Stock free and clear of all manner of liens, charges, encumbrances and claims, as set forth on the List of Stockholders and Shares Held which is attached hereto as Schedule 1.1 which shall constitute all of the shares of capital stock of ELASCO

to be filed have been duly filed. No extension of time for the assessment of deficiencies for any year is in effect. To the knowledge of the Stockholders, except as set forth in said Schedule 2.10, no deficiency is proposed or is threatened against ELASCO. Except as set forth in Schedule 2.10, the federal and state income tax returns of ELASCO have never been audited. Schedule 2.10 also sets forth a list of those states in which income, franchise or sales and use tax returns were filed by ELASCO for the fiscal years ending December 31, 1995, December 31, 1994 and December 31, 1993, respectively.

2.11 Ownership of Assets; Trademarks, etc. Except as set forth in the Balance Sheet or Schedule 2.11, ELASCO owns outright, and has good and marketable title to all of its assets and properties reflected as owned by ELASCO in the Balance Sheet, except as the same may have been disposed of in the ordinary course of business since the Balance Sheet Date, free and clear of all liens, mortgages, pledges, conditional sales agreements, restrictions on transfer or other encumbrances or changes.

To the knowledge of the Stockholders: (a) Schedule 2.11 sets forth a true and complete list and brief description of all patents, copyrights, trademarks, trade names and other similar intangible assets which are either owned by ELASCO or in which it has an interest as owner or licensee; (b) and except as set forth in said Schedule 2.11, no other person, firm or corporation has any proprietary or other interest in any such intangible assets; (c) such assets so owned or licensed are, in the reasonable business judgment of the Stockholders, sufficient to permit ELASCO to conduct its business as now conducted; (d) and except as set forth in Schedule 2.11, ELASCO is not a party to or bound by any license or agreement requiring the payment to any person, firm or corporation of any royalty; (e) the Stockholders do not know, or have reasonable grounds to know, of any violation by others of the trademark, trade name or patent rights of ELASCO; and (f) ELASCO is not infringing upon any patent, copyright, trade name or trademark or otherwise violating the rights of any third party with respect thereto, and no proceedings have been instituted or are threatened and no claim has been received by ELASCO or the Stockholders alleging any such violation.

2.12 Insurance. Schedule 2.12 sets forth a list and brief description of all policies of fire, liability and other forms of insurance held by ELASCO as of the date hereof. To the knowledge of the Stockholders, except as set forth in Schedule 2.12, such policies (a) are presently in effect, and such premiums have been paid currently, and (b) are carried on an "occurrence basis." Except as set forth in said Schedule 2.12, the Stockholders do not know of any state of facts, or of the occurrence of any event which

ELASCO

Schedule 2.11 PATENTS, COPYRIGHTS, TRADEMARKS AND TRADE NAMES

SERVICE MARK "ELASCO" and DESIGN

Registered July 5, 1994

Registered Number 1,843,279

U.S. Patent & Trademark Office

SERVICE MARK "ELASCO"

Registered January 25, 1994

Registered Number 1,818,239

U.S. Patent & Trademark Office

INTANGIBLE ASSETS:

NON-COMPETE AGREEMENT: April 3, 1995

PARTIES: (a) Vesco
(b) Howard R. Vanover
(c) Richard A. Vanover
(d) James P. Fishbaugh

PERIOD OF RESTRICTION 3 years

AREA OF RESTRICTION: Indiana and Ohio

PAYMENTS:
(b) \$24,000, 30 monthly payments
(c) \$ 6,000, 24 monthly payments
(d) \$ 6,000, 24 monthly payments

Dollars (\$10,000) or more, whether individually or in the aggregate, or when related to any other representation, warranty, covenant or agreement, shall be deemed to mean any effect or variance which results in an after tax net effect of Five Thousand Dollars (\$5,000) or more, whether individually or in the aggregate.

10.17 Certain Defined Terms. Except as otherwise defined in this Agreement, the following defined terms whether used in upper or lower case shall have the respective meanings set forth below:

(a) The term "to the knowledge of Stockholders," "to Stockholders' knowledge," or words of similar import, shall be deemed to be limited to mean those things which, as applied to Stockholders, a President, or Director would be reasonably expected to have knowledge as a result of the performance of the duties required of such office under general corporate law.

(b) The term "threatened" shall mean that, either orally or in writing, a demand or statement has been made or notice has been given.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, Sealed and Delivered
in the Presence of Two Sub-
scribing Witnesses:

Jane E. Whitby
Witness

Benjamin P. Pugh
Witness

Signed, Sealed and Delivered
in the Presence of Two Sub-
scribing Witnesses:

Jane E. Whitby
Witness

Benjamin P. Pugh
Witness

"PURCHASER"

HUGHES SUPPLY, INC.

By: *J. Stephen Zepf*
J. Stephen Zepf, Treasurer
and Chief Financial

[Corporate Seal]

"STOCKHOLDERS"

Ray A. Sparks
Ray A. Sparks, individually and
as custodian for Melinda Leigh
Sparks and as custodian for
Megan Anne Sparks under the
Illinois Uniform Transfer to
Minors Act