

08-14-2000



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U.S. Patent & TMOrc/TM Mail Rcpt Dt. #64

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

MPD 7-5-00

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
05/03/00
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties

Execution Date
Month Day Year
05/03/00

Name B.A. Pargh Company, LLC

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Tennessee

Receiving Party

Mark if additional names of receiving parties attached

Name BAP Acquisition Corporation

DBA/AKA/TA

Composed of

Address (line 1) 500 North Central Expressway, Plano, Texas 75023

Address (line 2)

Address (line 3)

- 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 Delaware

08/11/2000 DCOATES 00000142 062143 1432441

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 50.00 CH

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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: 002119 FRAME: 0212

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)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,432,441"/>	<input type="text" value="2,233,049"/>	<input type="text" value="1,840,173"/>
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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.

Peter E. Nussbaum

7/5/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of INTELLECTUAL PROPERTY RIGHTS entered into as of May 3, 2000 is, by and between B.A. PARGH COMPANY, LLC, a Tennessee limited liability company, having an address of 7100 Service Merchandise Drive, Brentwood, Tennessee 37027, and BAP ACQUISITION CORPORATION, a Delaware Corporation, having a principal business address of 500 North Central Expressway, Plano, Texas 75023 (hereinafter referred to as "BAC").

WHEREAS, ASSIGNOR is the owner of the trademark and service mark registrations set forth in Schedule A attached hereto (collectively the "Registered Marks"); and

WHEREAS, ASSIGNOR is the owner of the common law trademarks and service marks set forth in Schedule B attached hereto (collectively, the "Common Law Marks"); and

WHEREAS, ASSIGNOR is the owner of the copyrights set forth in Schedule C attached hereto (collectively, the "Copyrights"); and

WHEREAS, ASSIGNOR is the owner of the internet domain names set forth in Schedule D attached hereto (collectively, the "Domain Names" and, together with the Registered Marks, the Common Law Marks, and the Copyrights, the "Intellectual Property"); and

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR'S entire right, title and interest in and to the Intellectual Property;

WHEREASE, ASSIGNOR and ASSIGNEE are entering into a certain Domain Name Transfer Agreement, which is attached hereto as Exhibit A, whereby ASSIGNOR agrees to assign, transfer and convey to ASSIGNEE, all of its right, title and interest in, and to, the Domain Names;

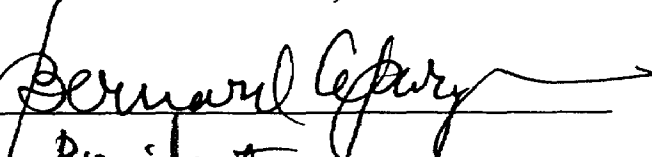
WHEREAS, ASSIGNOR and ASSIGNEE are entering into an Asset Purchase Agreement and it is a condition of closing of the Asset Purchase Agreement that BAC and Registrant enter into this Agreement;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers unto ASSIGNEE, its successors, assigns and legal representatives the entire right, title and interest in and to (i) the Registered Marks and Common Law Marks (collectively referred to as the "Marks"), together with all of the goodwill of the business symbolized by the Marks and all causes of action arising prior to or after the date hereof for infringement of the Marks, and all claims for damages for past infringement of the same, (ii) the Copyrights, together with all of the goodwill of the business symbolized by the Copyrights and all continuations and extensions thereof, and all causes of action arising prior to or after the date hereof for infringement of the Copyrights, and all claims for damages for past infringement of the same, (iii) the Domain Names; and (iv) any and all intellectual property rights owned by ASSIGNOR that are not specifically referenced herein.

ASSIGNOR further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in ASSIGNEE, its successors, assigns and legal representatives. ASSIGNOR further agrees to the extent that ownership of any intellectual property is presented in the name of an entity other than "B.A. Pargh Co. L.L.C.", ASSIGNOR will take whatever steps necessary to assist in the proper recordation/transfer of title.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment this 3 day of May, 2000.

B.A. PARGH COMPANY, LLC


By: 
Title: President

State of TENNESSEE :

: ss.:

County of DAVISON :

On this 3 day of May, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared BERNARD A. PRATT, to me well known and known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.



Notary Public

My Commission Expires: 5/28/2003

Schedule A

Registered Marks

Mark: B.A. PARGH COMPANY, INC.
Registration Number: 1,432,441

Mark: WHOLESALE SUPPLY COMPANY
Registration Number: 2,233,049

Mark: WHOLESALE SUPPLY COMPANY
Registration Number: 1,840,173