

03-18-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

2-28-02

HUGHES SUPPLY MANAGEMENT SERVICES,  
INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: February 11, 2002

2. Name and address of receiving party(ies)

Name: HUGHES SUPPLY IP, INC.

Internal

Address: 1403 Foulk Road, Suite 102

Street Address: \_\_\_\_\_

City: Wilmington State: DE Zip: 19803

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic  
 representative designation is attached: ☐ Yes ☒ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,285,364;

2,307,278; 2,288,981

Additional number(s) attached ☐ Yes ☒ No5. Name and address of party to whom correspondence  
concerning document should be mailed:

Name: Lori T. Milvain, Esq.

Internal Address: Holland &amp; Knight LLP

Street Address: 200 S. Orange Ave., Suite 2600

City: Orlando State: FL Zip: 32801

6. Total number of applications and  
registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

03/15/2002 DRYNE 00000209 2285364

01 FC:481  
02 FC:482

Lori T. Milvain

Name of Person Signing OP

Signature

2/15/02  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 002462 FRAME: 0471

## **ASSIGNMENT NUNC PRO TUNC - UNITED STATES TRADEMARKS**

WHEREAS, HUGHES SUPPLY MANAGEMENT SERVICES, INC. a Delaware corporation, with its principal offices at 20 North Orange Avenue, Suite 200, Orlando, Florida, 32801 (the "Assignor") has adopted and used in the United States the trademarks, and is the owner of United States trademark registrations set forth and described in Exhibit "A" hereto;

WHEREAS, the trademarks set forth and described in Exhibit "A" represent registered United States trademarks used by the Assignor in the Assignor's business;

WHEREAS, HUGHES SUPPLY IP, INC., a Delaware corporation (the "Assignee"), is desirous of acquiring such marks and the goodwill of the business represented thereby.

NOW, THEREFORE, in consideration of and in exchange for the sum of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged:

ASSIGNOR hereby sells, assigns, transfers and sets over unto Assignee nunc pro tunc as of May 21, 2001, full, good and marketable ownership, right, title and interest in, to and under such trademarks together with the goodwill of the business represented by such trademarks, and all registrations therefor, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payment due or payable, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, Assignor further covenants and agrees that it will, upon request and at Assignee's expense, promptly provide the Assignee with all pertinent facts and documents relating to said trademarks, trademark applications and rights as may be known and accessible to the Assignor and will testify to the same in any interference or litigation relating thereto and will promptly execute and deliver to the Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce, said trademarks and applications and said rights which may be necessary or desirable to carry out the purposes thereof.

AND, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as assignee of the entire interest and owner thereof, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

Executed as of February 11, 2002.

HUGHES SUPPLY MANAGEMENT SERVICES, INC.

By: Benjamin P. Butterfield  
Benjamin Butterfield  
Title: Secretary

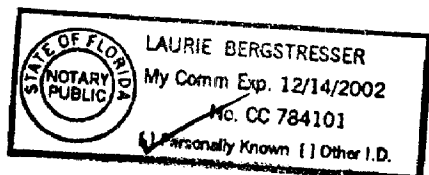
STATE OF FLORIDA       )  
                                  ) ss:  
COUNTY OF ORANGE

On this 11th day of February, 2002, there appeared before me Benjamin Butterfield, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of HUGHES SUPPLY MANAGEMENT SERVICES, INC.

Laurie Bergstresser  
Notary Public

My commission expires:

12/14/02



**EXHIBIT "A"**

<b>MARK</b>	<b>REG. NO.</b>	<b>REGISTRATION DATE</b>
1. H (word & design) Class 35	2,285,364	10/12/99
2. HUGHES SUPPLY	2,307,278	1/11/00
3. HUGHES SUPPLY, INC.	2,288,981	10/26/99

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