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U.S. Patent & TMO/TM Mail Rpt Dt. #25

Form PTO-1594

(Rev. 03/01)

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

Tab settings

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

1. Name of conveying party(ies): 6-5-02
BANK OF AMERICA, N.A. (Formerly NationsBank, N.A.)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-
- Other National Banking Association

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 8, 2002

2. Name and address of receiving party(ies)
Name: PNC BANK, NATIONAL ASSOCIATION

Attention: JAMES M. STEFFY

One PNC Plaza, 6th Floor

Street Address: 249 Fifth Avenue

City: Pittsburgh State: PA Zip: 15222

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

If assigned is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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 Registration No.(s)
2,454,384 (MOORE'S LUMBER & BUILDING SUPPLIES)
2,450,411 (MOORE'S)

B. Trademark Application No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Miriam J. Rovner, Senior Legal Assistant

Internal Address:

Street Address: Goodwin Procter LLP
Exchange Place, 53 State Street

City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00

Enclosed

8. Deposit account number: 07-1700

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Robert M. O'Connell, Jr.

June 5, 2002

Name of Person signing

Signature

Date

Total number of pages include cover sheet, attachments, and document: **5 pages**

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

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CPI #1703-176

TRADEMARK
REEL: 002526 FRAME: 0471

06/17/2002 LUMELLER 0000136 245384

01 FC:461
02 FC:482

TRADEMARK ASSIGNMENT



06-05-2002

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #26

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 8th day of February, 2002, by and between **Bank of America, N.A.**, formerly NationsBank, N.A., as agent for the benefit of the lenders ("Assignor"), and **PNC Bank, National Association** ("Assignee").

W I T N E S S E T H

WHEREAS, Moore's Lumber & Building Supplies, Inc. ("Borrower") is a party to that certain Conditional Assignment and Trademark Security Agreement dated as of December 11, 1997 (as modified and amended, the "Trademark Security Agreement") with Assignor which is attached hereto as Exhibit A;

WHEREAS, pursuant to the Trademark Security Agreement, Borrower agreed to grant a security interest and conditionally assign to the Assignor certain trademark rights described therein and attached hereto as Schedule A (collectively, the "Trademarks") as consideration for certain loans made to the Borrower;

WHEREAS, Assignor wishes to assign and transfer to Assignee all of the Assignor's right and title to and interest in the Trademarks and all of Assignor's rights and interests under the Trademark Security Agreement, with Assignee to assume all duties and obligations of Assignor under the Trademark Security Agreement; and

WHEREAS, Assignee wishes to accept such assignment and transfer and to assume such duties and obligations.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Trademarks and all of its rights and interests under the Trademark Security Agreement.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Trademarks, and to enable such right, title and interest to be recorded in the United States Patent

and Trademark Office and any other appropriate governmental authority or agency of the United States.

3. Acceptance of Transfer and Assignment. Effective as of the date hereof, Assignee does hereby accept the transfer and assignment hereunder of all of Assignor's right, title and interest in the Trademarks and all of Assignor's rights and interests under the Trademark Security Agreement and assume all duties and obligations of Assignor in connection with the Trademark Security Agreement.

4. Warranties and Representations. Assignor warrants and represents that it has the power and authority to execute this assignment; otherwise this assignment is without recourse or representation whatsoever.

IN WITNESS WHEREOF, the parties hereto each has caused this assignment to be executed by its duly authorized officer, all as of the day and year first set above.

"ASSIGNOR"

**Bank of America, N.A., formerly NationsBank,
N.A., as agent**

By: [Signature] *scs*
Name: **JOHN P. HOLLOWAY, S.V.P.**
Title: _____

State of Georgia }
 } ss.
County of Fulton }

On this 8th day of February, 2002, before me personally appeared John P. Holloway to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of Bank of America, N.A., a national banking association, that he is duly authorized to execute the foregoing instrument on behalf of said national banking association and that he executed the foregoing instrument as the free act and deed of said national banking association.

Zarah C. Elliott
Notary Public
Name: Zarah C. Elliott
My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires June 7, 2005

"ASSIGNEE"

PNC Bank, National Association

By: [Signature]
Name: James M. Steffy
Title: Vice Pres. dot

State of Massachusetts }
County of Suffolk } ss.

On this 27th day of February, 2002, before me personally appeared JAMES M. STEFFY, to me personally known, who, being by me duly sworn, did say that He is the VICE PRESIDENT of PNC Bank, National Association, a national banking association, that He is duly authorized to execute the foregoing instrument on behalf of said national banking association and that He executed the foregoing instrument as the free act and deed of said national banking association.

[Signature: D. Cynthia Vitello]
Notary Public
Name: D. CYNTHIA VITELLO
My Commission Expires: 4/7/06

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