

Form PTO-1595 (Rev. 06/04)
OMB Collection 0561-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

LF, LLC

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

Citizenship (see guidelines)

Execution Date(s) January 30, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: The CY Acquisition Company

Internal Suite 400

Address:

Street Address: 2711 Centerville Road

City: Wilmington

State: Delaware

Country: United States Zip: 19808

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship Delaware
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate documents from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 1,895,765 and 1,915,663

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda A. O. Lamberson, Esq.

Internal Address: McDermott Will & Emery LLP

Street Address: 227 W. Monroe Street, Suite 4400

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312.372.2000

Fax Number: 312.984.7700

Email Address: llamberson@mwe.com

6. Total number of application and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 65.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 13-0206
Authorized User Name McDermott Will & Emery LLP

9. Signature:



Signature

Linda A. O. Lamberson, Esq.

Name of Person Signing

January 7, 2005

Date

Total number of pages included cover sheet, attachments, and document

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

EXECUTION COPY

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*"), dated January 30, 2004, is entered into by and between LF, LLC, a Delaware limited liability company ("*Assignor*"), and The CY Acquisition Company, a Delaware corporation ("*Assignee*"), each individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

RECITALS

WHEREAS, Assignor is the owner of the registered trademarks, listed on Schedule 1, attached hereto (the "*Assigned Marks*").

WHEREAS, Assignee, the successor of the ongoing and existing business, or portion thereof, of The Contractor Yard, Inc., an affiliate of Assignor, to which the Assigned Marks pertain, desires to acquire the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. In connection with the conveyance of those business assets to which the Assigned Marks pertain, Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, and Assignor's rights, if any, to enforce the Assigned Marks in the United States and throughout the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under Assignor's interest in the Assigned Marks.

Section 3. Governing Law. The execution, interpretation and performance of this Agreement, and any disputes with respect to the transactions contemplated by this Agreement, including any fraud claims, shall be governed by the internal laws and judicial decisions of the State of Delaware, without regard to principles of conflicts of laws and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

Section 4. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become

effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

Section 5. Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of each other party, except that Assignee may assign any and all of its right, interests and obligations hereunder as security for obligations to its lenders and except that Assignee may assign its rights under this Agreement to an Affiliate; provided that Assignee shall not be released from any of its obligations hereunder by reason of such assignment.

Section 6. Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All references to an Article or Section include all subparts thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Agreement by their duly respective officers as of the date first written above.

LE, LLC

By: Rebecca E. Green
Name: Rebecca E. Green
Title: Trademark Manager & Asst. Secretary

THE CY ACQUISITION CORP.

By: Frederick M. Marino
Name: Frederick M. Marino
Title: President

SCHEDULE 1

Trademark Registrations

Mark	Country	Class	Reg. No.	Reg. Date
The Contractor Yard	United States	42	1,895,765	5/23/95
The Contractor Yard & Design	United States	42	1,915,663	8/29/95