

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Supply Company, Inc.		02/02/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Intex Millwork Solutions, LLC		
Street Address:	P.O. Box 1069		
Internal Address:	34 West Blackhorse Pike		
City:	Williamstown		
State/Country:	NEW JERSEY		
Postal Code:	08094		
Entity Type:	Limited Liability Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78733158	INTEX	
Serial Number:	78733186		
Serial Number:	78733202	INTEX MILLWORK SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(215)701-2171		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-665-2771		
Email:	sschwartz@cozen.com		
Correspondent Name:	Scott Schwartz		
Address Line 1:	1900 Market Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	177466		
NAME OF SUBMITTER:	Scott B. Schwartz		

CH \$90.00 78733158

Signature:

/Scott B Schwartz/

Date:

04/10/2007

Total Attachments: 4

source=INTEX#page1.tif

source=INTEX#page2.tif

source=INTEX#page3.tif

source=INTEX#page4.tif

TRADEMARK ASSIGNMENT AND INDEMNIFICATION

WHEREAS, the stockholders (the "Former Stockholders") of Universal Supply Company, Inc., a New Jersey corporation with a place of business at 582 South Egg Harbor Road, Millwork Service Center, Hammonton, New Jersey 08037 ("Assignor") entered into a Stock Purchase Agreement ("Purchase Agreement") with Stock Building Supply Holdings, Inc. ("Stock") on February 1, 2006 providing for the sale of the outstanding capital stock of Assignor to Stock; and

WHEREAS, the Purchase Agreement contemplated that the Former Stockholders had transferred the ownership of Intex Millwork Solutions, LLC, a New Jersey limited liability corporation, with a place of business at P.O. Box 1069, 34 West Blackhorse Pike, Williamstown, NJ 08094 ("Assignee") prior to the Closing Date (as defined in the Purchase Agreement) but the Former Stockholders inadvertently failed to transfer certain trademarks identified in Exhibit A and any and all associated U.S. trademark applications and/or registrations thereof ("the Marks"), and

WHEREAS, Assignee has remained the beneficial owner of the Marks and is desirous of acquiring the legal title of the Marks, all of the good will associated with the Marks, and any and all applications and registrations thereof and, despite such failure to properly convey the Marks prior to the Closing Date, Assignor desires to cause legal title to the Marks to transfer to Assignee;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks, all choses in action (including the right to bring suit for past infringement of

the Marks), together with the good will of the business symbolized by the Marks, and any applications and registrations thereof.

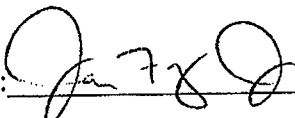
2. Tax Liability and Costs. Assignee, at its sole cost and expense, shall be responsible for the payment of any taxes or other fees that arise from or are related to the transfer of the Marks pursuant to this Assignment and shall reimburse Assignor for any taxes or costs incurred by Assignee as a result of the failure to transfer the Marks prior to the Closing Date.

3. Indemnification. Assignee shall indemnify and hold harmless the Assignor, the Assignor's parent corporations and the Assignor's successors, designees and assignees in respect of any damage, expense or loss suffered by any of them resulting from the transactions contemplated by this Assignment or from the failure to transfer the Marks prior to the Closing Date. The foregoing shall be in addition to any indemnity provided for in the Purchase Agreement that may be applicable to the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment and Indemnification Agreement to be executed and delivered as of the 29th day of January, 2007.

UNIVERSAL SUPPLY COMPANY, INC.

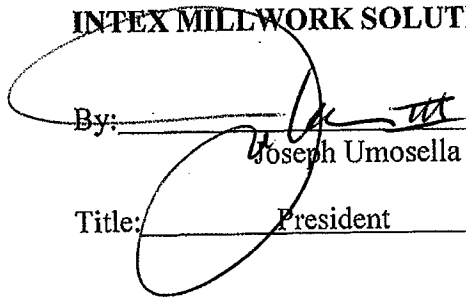
Date: _____

By: 

Title: VP-FINANCE

INTEX MILLWORK SOLUTIONS, LLC

Date: 2/2/07

By: 

Joseph Umosella

Title: President

Exhibit A

INTEX – Application No. 78/733,158

Miscellaneous Design – Application No. 78/733,186



INTEX MILLWORK SOLUTIONS & Design – Application No. 78/733,202

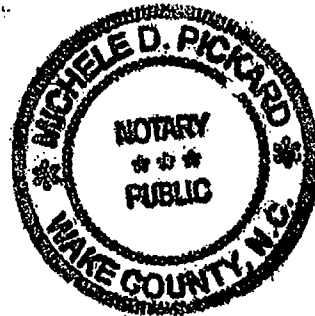


STATE OF NC)
Wake COUNTY) To wit:

I, Michele D. Rickard, a Notary Public for said County and State, do hereby certify that James F. Major personally appeared before me this day and acknowledged the due execution of the foregoing Affidavit.

Witness my hand and official seal, this the 29 day of January, 2007.

Michele D. Rickard
Notary Public



My commission expires August 21, 2010.

STATE OF NEW JERSEY)
ATLANTIC COUNTY) To wit:

I, K. PATRICIA MCGRELLIS, a Notary Public for said County and State, do hereby certify that JOSEPH UNOSILLA JR personally appeared before me this day and acknowledged the due execution of the foregoing Affidavit.

Witness my hand and official seal, this the 2ND day of FEBRUARY, 2007.

K. Patricia McGrellis
Notary Public

My commission expires August 26, 2008.

K. PATRICIA MCGRELLIS
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES 8/26/2008