

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hughes Supply IP, Inc.		01/31/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSI IP, Inc.		
<b>Street Address:</b>	2455 Paces Ferry Rd., N.W.		
<b>Internal Address:</b>	C-20		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339-4024		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2456912	A	
Registration Number:	2887218	HUGHES KITCHEN AND BATH COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)798-2513		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	302-798-0620		
<b>Email:</b>	steven_levy@homedepot.com		
<b>Correspondent Name:</b>	Steven M. Levy		
<b>Address Line 1:</b>	2455 Paces Ferry Rd., N.W.		
<b>Address Line 2:</b>	c/o Genie Brummett, C-19		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339-4024		
<b>NAME OF SUBMITTER:</b>	Steven M. Levy		
<b>Signature:</b>	/Steven M. Levy/		

CH \$65.00 2456912

Date:

08/10/2007

**Total Attachments: 9**

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**CONTRIBUTION AND ASSIGNMENT AGREEMENT**

**BY AND BETWEEN**

**HUGHES SUPPLY IP, INC.**

**AND**

**HSI IP, INC.**

This CONTRIBUTION AND ASSIGNMENT AGREEMENT (the "Agreement"), pursuant to Section 351 of the Internal Revenue Code of 1986, as amended, is made and entered into by and between Hughes Supply IP, Inc., a Delaware corporation ("Hughes IP"), with its principal and sole place of business at 1403 Foulk Road Suite 102, Wilmington, Delaware 19803, and HSI IP, Inc., a Delaware corporation, with its principal and sole place of business at Harbour Centre, Fourth Floor, George Town, Grand Cayman, Cayman Islands ("HSI IP").

**RECITALS**

The background of this Agreement is as follows:

WHEREAS, Hughes IP owns certain assets (the "Assets"), including cash (the "Cash Contribution") and certain intellectual property consisting of trade names, trademarks, service marks and their associated goodwill, and other intellectual properties and of domestic and foreign registrations with respect thereto, or applications for such registrations (collectively, the "Intellectual Property"), as more fully described on Schedule 1 hereto;

WHEREAS, Hughes IP desires to contribute and assign to HSI IP all of Hughes IP's right, title and interest in the Assets;

WHEREAS, the Cash Contribution shall be effective as of its receipt by HSI IP and the contribution of the Intellectual Property shall be effective as of the close of business on January 31, 2003 (either, as the case may be, the "Effective Time"), and

WHEREAS, HSI IP desires to accept such contribution and assignment of the Assets from Hughes IP.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment of the Assets. As of the Effective Time, Hughes IP hereby absolutely, irrevocably, and unconditionally assigns to HSI IP all of Hughes IP's right, title, and interest in the Assets set forth on Schedule 1 hereto. HSI IP hereby accepts such assignment, transfer and conveyance and assumes all rights, liabilities and obligations, if any, in connection therewith. Upon request of Assignee, Assignor shall execute a separate Assignment of the Intellectual Property.

2. Representations, Warranties and Covenants of Hughes IP. Hughes IP hereby represents, warrants and covenants as follows:

a. that Hughes IP is a duly organized and validly existing corporation formed under and by virtue of the laws of the State of Delaware;

b. that Hughes IP has full right and authority to enter into and perform its obligations under this Agreement; and

c. that the Assets have not been previously conveyed, sold, transferred or pledged by Hughes IP, except as disclosed to HSI IP.

3. Representations, Warranties and Covenants of HSI IP. HSI IP hereby represents, warrants and covenants as follows:

a. that HSI IP is a duly organized and validly existing corporation formed under and by virtue of the laws of the State of Delaware;

b. that HSI IP is or will be as of the Effective Time duly registered and qualified to conduct its business and affairs as a foreign company in the Cayman Islands;

c. that HSI IP has full right and authority to enter into and perform its obligations under this Agreement; and

d. that HSI IP assumes all obligations associated with the Assets, if any.

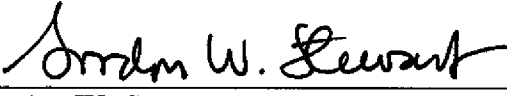
4. Additional Documents. Each party to this Agreement agrees to execute any and all other documents which are necessary or appropriate to carry out the terms and conditions of the Agreement.

5. Governing Law – Assignment – Amendment. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. This Agreement shall not be assigned by either party without the written consent of the other party and may be amended only by a written amendment signed by both parties hereto.

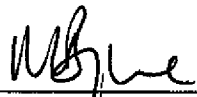
6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, notwithstanding that all the parties are not signatories to the original or the same counterpart.

The parties have executed this Agreement as of the Effective Time.

**HUGHES SUPPLY IP, INC.**

By:   
Gordon W. Stewart  
President

**HSI IP, INC.**

By:   
Martin J.F. Byrne  
Assistant Secretary

**Schedule 1**

**Assets Contributed and Assigned from Hughes Supply IP, Inc. to HSI IP, Inc.**

**Cash**

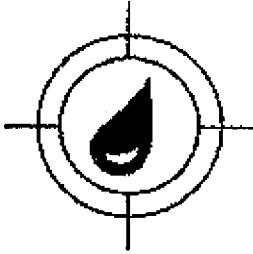
\$9,000.00

**Intellectual Property**

See Attached

SCHEDULE A

FEDERAL TRADEMARKS and SERVICE MARKS

<u>NAME</u>	<u>STATUS</u>	<u>REG./APPL. NO.</u>
	PENDING	76/437,251
A	REGISTERED	2,456,912
AMERICAN INDUSTRIAL PRE-CAST PRODUCTS, INC.	REGISTERED	2,454,829
BATHSTYLE	REGISTERED	1,531,455
BATHSTYLE & DESIGN	REGISTERED	1,541,006
CERAMFLEX	REGISTERED	1,411,310
CHAD SUPPLY	PENDING	2,279,404
COMPLYRIGHT	REGISTERED	2,456,829
ELASCO	REGISTERED	1,818,239
ELASCO and Design	REGISTERED	1,843,279
ELEGANTE	PENDING	76/074,522
GRIPPER	REGISTERED	1,858,276
H and Design	RENEWED	1,078,126
H and Design	REGISTERED	2,285,364
HSC POWER SALES	REGISTERED	2,693,423
HSI FUSION SERVICES	REGISTERED	2,285,074
HUGHES	REGISTERED	2,288,983
HUGHES	REGISTERED	2,064,591
HUGHES (Stylized w/shield)	PENDING	76/462,935
HUGHES KITCHEN AND BATH COLLECTION (Stylized w/shield)	PENDING	76/407,560



HUGHES SERVICES	PENDING	76/407,560
HUGHES SUPPLY	REGISTERED	2,307,278
HUGHES SUPPLY, INC.	REGISTERED	2,068,635
HUGHES SUPPLY, INC. (Design w/shield)	REGISTERED	2,288,981
HUGHES SUPPLY BUILDING		
MATERIALS & TOOLS	REGISTERED	76/752,286
LIGHTSTYLE	REGISTERED	1,530,327
MEREX	REGISTERED	2,411,778
MINALLOY	RENEWED	1,033,014
MINE TUFF	REGISTERED	1,381,417
MULTALLOY	REGISTERED	2,099,246
NV NATIONAL VALVE (w/design)	PENDING	76/476,110
OH-SO-SOFT	PENDING	75/907,894
PRO LINE	REGISTERED	2,108,155
PRO LINE	REGISTERED	2,116,484
PROQUALITY	PENDING	76/464,932
PROVALUE	PENDING	76/464,933
REPAIRCO	REGISTERED	2,069,873
RG CONNECTOR	REGISTERED	1,529,697
SOME YOU SEE SOME YOU DON'T	REGISTERED	2,597,962
SOUTHEAST SOURCE	REGISTERED	2,632,907
SOUTHWEST CARBON & ALLOY	REGISTERED	2,320,506
SOUTHWEST STAINLESS	REGISTERED	2,095,142
SS and Design	REGISTERED	2,158,303
STICKMAN W/HAT FALLING (DESIGN)	REGISTERED	1,898,918
STICKMAN W/HAT HOLDING PIPE	REGISTERED	1,898,919
STICKMAN W/HAT ON SLIDE (DESIGN)	REGISTERED	1,898,917
SUPER SLICK	REGISTERED	1,972,185
SUPERPIPE	REGISTERED	1,907,345
SUPPLY ON DEMAND	REGISTERED	2,386,622
THE NEXT STEP	ABANDONED	76/239,924

THE SOURCE	REGISTERED	2,360,623
THE TERMINATOR	PENDING	- 76/070,681 -----

**STATE TRADEMARKS and SERVICE MARKS**

<u>NAME</u>	<u>STATUS</u>	<u>STATE</u>	<u>REG./APPL. NO.</u>
DIXIE FORM & BLDG. SPEC. & DESIGN	REGISTERED	SC	SC doesn't issue numbers
DIXIE FORMING & BLDG. SPEC.	REGISTERED	SC	SC doesn't issue numbers
DIXIE FORMING AND BLDG. ETC.	REGISTERED	NC	T-14115
DIXIE FORMING AND BLDG., ETC.	REGISTERED	NC	T-14116
HOUSTON PRODUCTS & MACHINE	REGISTERED	TX	56278
LIGHTSTYLE	REGISTERED	FL	T09582
MULTALLOY	REGISTERED	TX	55915
SOUTHWEST CARBON & ALLOY	REGISTERED	TX	56271
SOUTHWEST STAINLESS	REGISTERED	TX	56272

**FOREIGN TRADEMARKS and SERVICE MARKS**

<u>NAME</u>	<u>STATUS</u>	<u>COUNTRY</u>	<u>REG./APPL. NO.</u>
HUGHES SUPPLY	REGESTERED	CHILE	513557
HUGHES SUPPLY (Class 1)	PENDING	PAKISTAN	147894
HUGHES SUPPLY (Class 21)	PENDNG	PAKISTAN	147910
HUGHES SUPPLY (Class 19)	PENDNG	PAKISTAN	147908
HUGHES SUPPLY (Class 17)	PENDNG	PAKISTAN	147906
HUGHES SUPPLY (Class 11)	PENDNG	PAKISTAN	147904
HUGHES SUPPLY (Class 9)	PENDNG	PAKISTAN	147902
HUGHES SUPPLY (Class 8)	PENDNG	PAKISTAN	147900
HUGHES SUPPLY (Class 21)	PENDNG	PAKISTAN	147910