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### 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
Distribution MADICO Inc.		04/29/2011	CORPORATION: CANADA

### **RECEIVING PARTY DATA**

Name:	Richelieu Hardware Ltd	
Street Address:	7900 Boulevard Henri-Bourassa Blvd Ouest	
City:	St. Laurent, Quebec H4S1V4	
State/Country:	CANADA	
Entity Type:	LIMITED LIABILITY COMPANY: CANADA	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4144269	PRO-TEC

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: eteas@sutherland.com

Correspondent Name: SUTHERLAND ASBILL & BRENNAN LLP

Address Line 1: 700 Sixth Street, NW Suite 700

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001-3980

ATTORNEY DOCKET NUMBER: 64329 (PRO-TEC)

DOMESTIC REPRESENTATIVE

Name: SUTHERLAND ASBILL & BRENNAN LLP

Address Line 1: 700 Sixth Street, NW Suite 700

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001-3980

NAME OF SUBMITTER: Christina Galus

TRADEMARK

REEL: 005019 FRAME: 0815

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Signature:	/Christina Galus/	
Date:	05/02/2013	
Total Attachments: 4 source=Distribution Madico Inc Trademark Assignment (executed)#page1.tif source=Distribution Madico Inc Trademark Assignment (executed)#page2.tif source=Distribution Madico Inc Trademark Assignment (executed)#page3.tif source=Distribution Madico Inc Trademark Assignment (executed)#page4.tif		

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into effective as of the 29<sup>th</sup> day of April, 2011 by Distribution Madico Inc., a corporation organized and existing under the laws of Quebec, whose principal office or place of business is 707, route du Président-Kennedy, Lévis, Quebec CANADA, G6C 1E1 ("Assignor"), to Richelieu Hardware Ltd., a corporation organized and existing under the laws of Quebec whose principal office or place of business is 7900 Henri-Bourassa Blvd. West, Montreal, Quebec, H4S 1V4 ("Assignee").

WHEREAS, Assignor owns the trademarks described in Exhibit A, attached hereto and made as part hereof (the "Trademarks");

WHEREAS, Assignee owns all of the outstanding shares of Assignor;

WHEREAS, as the sole shareholder of Assignor, Assignee made and sent to the enterprise registrar on April 28, 2011 a declaration of dissolution with an effective date of April 30, 2011 (the "Effective Date") in accordance with Section 312 and ff. of the *Business Corporations Act* (Quebec) ("QBCA");

WHEREAS, on the dissolution of Assignor on the Effective Date, the rights and obligations of Assignor will become those of Assignee, and Assignee will become party to any judicial or administrative proceeding to which Assignor was a party, the whole in accordance with Section 313 of the QBCA; and

WHEREAS, Assignee desires to confirm the acquisition on the Effective Date of all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby, effective on the Effective Date, sell, assign, convey, grant and transfer to Assignee all of Assignor's right, title and interest in and to:

- 1. the Trademarks, together with the goodwill of the business symbolized by the Trademarks;
  - 2. any application or registration for any of the Trademarks;
- 3. the right to sue for past, present and future infringements thereof and all rights to receive damages and other payments in respect of such past, present or future infringement; and
- 4. all rights corresponding thereto, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby agrees that it will not execute any writing or do any act whatsoever conflicting with this Assignment and that Assignor will, upon reasonable request, subject to reimbursement by Assignee for all costs reasonably incurred by Assignor, execute such additional assignments and other writings and do such additional acts as Assignee may reasonably deem necessary or desirable to perfect Assignee's enjoyment of this Assignment, and to render all necessary assistance in making application for and obtaining registration of the Trademarks in the name of

Assignee or its successors in the respective jurisdiction indicated for each Trademark on Exhibit A and in enforcing any rights or chooses in action accruing as a result of such applications or the Trademarks, by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, it being understood that the Assignment and the foregoing covenant and agreement shall bind, and shall enure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

[The remainder of page left intentionally blank. Signature page follows.]

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Effective as of the 29<sup>th</sup> day of April, 2011.

DISTRIBUTION MADICO INC.

By:

Name: Richard Lord

Title: President

# **EXHIBIT A**

# **Applications**

Trade-mark	Country	Appl'n No.
PRO-TEC	Canada	1,526,105

# Registrations

	Trade-mark	Country	Registration No.
-	PRO-TEC	U.S.	4,144,269

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**RECORDED: 05/02/2013**