

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/15/2013		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	LESCO Technologies, LLC		07/15/2013
			LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	LESCO, Inc.		
Street Address:	160 A. Wansley Drive		
City:	Cartersville		
State/Country:	GEORGIA		
Postal Code:	30120		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	3136853	LESCO
	Registration Number:	3215723	LESCO MELT
	Registration Number:	3215724	LESCO MELT II
CORRESPONDENCE DATA			
Fax Number:	3097490083		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	309-765-4392		
Email:	tmmolineuspto@johndeere.com		
Correspondent Name:	Kevin D. Bailey		
Address Line 1:	One John Deere Place		
Address Line 2:	Global Intellectual Property Services		
Address Line 4:	Moline, ILLINOIS 61265		

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ATTORNEY DOCKET NUMBER:	3136853, 3215723, 3215724
NAME OF SUBMITTER:	Kevin D. Bailey
Signature:	/Kevin D. Bailey/
Date:	09/25/2013
Total Attachments: 5 source=01_Agreement and Plan of Merger#page1.tif source=01_Agreement and Plan of Merger#page2.tif source=01_Agreement and Plan of Merger#page3.tif source=01_Agreement and Plan of Merger#page4.tif source=01_Agreement and Plan of Merger#page5.tif	

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of July 15, 2013, is entered into by and among LESCO, Inc. (the "Parent") and LESCO Technologies, LLC (the "Subsidiary"). The Parent and the Subsidiary are hereinafter sometimes collectively referred to as the "Constituent Corporations".

### WITNESSETH:

WHEREAS, the Parent is a corporation duly organized and existing under the laws of the State of Ohio;

WHEREAS, the Subsidiary is a limited liability company duly organized and existing under the laws of the State of Nevada;

WHEREAS, the Parent is the sole member of the Subsidiary holding 100% of the Subsidiary's membership interests issued and outstanding as of the date hereof; and

WHEREAS, the Board of Directors of the Parent and the Managers of the Subsidiary have determined that it is advisable and in the best interests of each of such entity and its respective stockholders and members that the Subsidiary merge with and into the Parent upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants set forth herein, the Parent and the Subsidiary, intending to be legally bound, hereby agree as follows:

1. Merger. The Subsidiary shall be merged with and into the Parent (the "Merger") such that the Parent shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of Ohio pursuant to the Ohio Revised Code (the "ORC") and with the Secretary of State of the State of Nevada pursuant to the Nevada Revised Statutes (the "NRC"), and the Merger

shall become effective at the time provided by applicable law; provided, however, that for accounting purposes the effective date of the Merger shall be as of July 15, 2013 (the "Effective Time").

2. **Governing Documents**. The Articles of Incorporation of the Parent, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation without change or amendment and the Regulations of the Parent, as in effect immediately prior to the Effective Time, shall be the Regulations of the Surviving Corporation without change or amendment.

3. **Officers and Directors**. The persons who are officers and directors of the Parent immediately prior to the Effective Time shall, immediately after the Effective Time, be the officers and directors of the Surviving Corporation, without change, until their respective successors have been duly elected and qualified in accordance with the Articles of Incorporation and Regulations of the Surviving Corporation.

4. **Effect of the Merger**. At the Effective Time, the separate corporate existence of the Subsidiary shall cease. At the Effective Time, the Merger shall have the effects set forth in Section 1701.82 of the ORC and Section 92A.250 of the NRS.

5. **Further Assurances**. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of the Subsidiary all such deeds and other instruments, and there shall be taken or caused to be taken by the Subsidiary all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of such Subsidiary, and otherwise to carry out the intent and purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized

in the name and on behalf of the Subsidiary or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. **Conversion of Units.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, all of the membership interests in and of the Subsidiary issued and outstanding immediately prior to the Effective Time (the "Units") shall be cancelled without consideration. Each share of common stock of the Parent issued and outstanding immediately prior to the Effective Time shall remain outstanding following the Effective Time.

7. **Unit Certificates.** At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time evidenced Units shall be cancelled.

8. **Amendment.** The Parent and the Subsidiary, by mutual consent the Board of Directors of the Parent and the Managers of the Subsidiary, may amend, modify or supplement this Agreement at any time prior to the Effective Time pursuant to a written instrument.

9. **Termination.** This Agreement may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time if the Board of Directors of the Parent or the Managers of the Subsidiary determines that the consummation of the transactions contemplated hereby would not, for any reason, be in the best interests of the Constituent Corporations and their respective stockholders and members. In the event of such termination and abandonment, this Agreement shall become void and neither the Parent nor any Subsidiary nor any of their respective stockholders, directors or officers shall have any liability with respect to such termination and abandonment.

10. **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto regarding such subject matter.

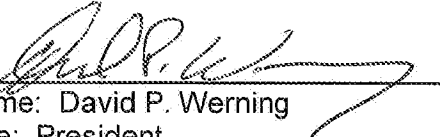
12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

13. **Counterparts.** This Agreement may be executed in one or more counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

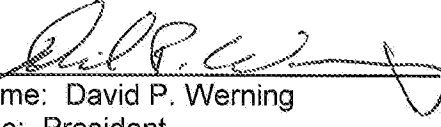
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.


**LESCO, INC.,**  
an Ohio corporation

By   
Name: David P. Werning  
Title: President

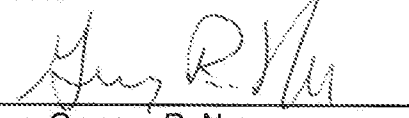
**LESCO TECHNOLOGIES, LLC,**  
a Nevada limited liability company

By   
Name: David P. Werning  
Title: President

ATTEST:

By   
Name: Gregory R. Noe  
Title: Secretary

ATTEST:

By   
Name: Gregory R. Noe  
Title: Corporate Secretary

RECORDED & INDEXED  
SEP 25 2013  
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