

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moore Products, Inc.		03/01/2000	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Moore Products, LLC		
Street Address:	1029 Technology Park Drive		
City:	Glen Allen		
State/Country:	VIRGINIA		
Postal Code:	23059		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1264262	POLYVENT	
CORRESPONDENCE DATA			
Fax Number:	3137926797		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3137926431		
Email:	brenda_garrett@mascohq.com		
Correspondent Name:	Masco Corporation		
Address Line 1:	21001 Van Born Road		
Address Line 4:	Taylor, MICHIGAN 48180		
ATTORNEY DOCKET NUMBER:	298-3004-T SERV PTNRS		
NAME OF SUBMITTER:	Lora J. Graentzdoerffer		
SIGNATURE:	/Lora J. Graentzdoerffer/		
DATE SIGNED:	06/25/2014		
Total Attachments: 4			
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source=Contribution, Assignment, and Assumption Agreement - Moore Products, Inc. to Moore Products, LLC#page2.tif			
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CONTRIBUTION, ASSIGNMENT, AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION, ASSIGNMENT, AND ASSUMPTION AGREEMENT (this "Agreement") is made effective as of March 1, 2000, between Moore Products, Inc., a Georgia corporation ("Assignor"), and Moore Products, LLC, a Virginia limited liability company (formerly known as Hawks, LLC) ("Assignee").

RECITALS:

A. Assignor is a corporation organized under the laws of the State of Georgia that engages in the business of selling and distributing insulation and baffles, tapes, adhesives, vent chutes, caulks, staples, polyethylene, and various other accessories and supplies used by insulation installers from facilities located in the states of Georgia, California, Florida, Ohio, Texas, and Colorado (the "Moore Products Business").

B. Assignee is a limited liability company organized under the laws of the Commonwealth of Virginia, and formerly known as Hawks, LLC, that engages in the business of selling and distributing insulation and insulation related products, as well as accessories and supplies used in connection with the installation of insulation products, such as baffles, tapes, adhesives, vent chutes, caulks, staples, and polyethylene from facilities located in the states of New Jersey, South Carolina and Virginia (the "Hawks Business").

C. Assignor and Assignee are both wholly-owned subsidiaries of Service Partners Distribution, LLC, a Virginia limited liability company ("Service Partners Distribution");

D. Service Partners Distribution desires to combine the Moore Products Business and the Hawks Business;

E. In furtherance of the combination of the Moore Products Business and the Hawks Business, Assignor desires to assign to Assignee the Assigned Assets (as defined below) and the Assigned Liabilities (as defined below) in exchange for fifty-three and eight-tenths percent (53.8%) of the membership interests in Assignee, including, without limitation, a proportional share of the capital account and profits and losses of Assignee, as well as of the voting and other rights and obligations with respect to membership interests in Assignee.

F. Assignee has agreed to assume the Assigned Assets and Assigned Liabilities, all in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings.

(a) "Assigned Assets" shall mean all right, title and interest in, to and under all of Assignor's properties, assets and rights of any kind, tangible or intangible, real or personal, owned by Assignor or in which Assignor has any interest whatsoever, used in connection with the Moore Products Business, including, but not limited to, all contracts, licenses, permits, names, trade names, trademarks and service marks, and promissory notes held by Assignor.

(b) "Assigned Liabilities" shall mean only those accounts payable and other liabilities of Assignor reflected on Assignor's books and records, and expressly excluding Excluded Liabilities, relating to or arising out of the operation of the Moore Products Business or the ownership of the Assigned Assets prior to the date hereof, and including certain liabilities and obligations of Assignor relating to the Assigned Assets or the Moore Products Business to be performed after the date hereof arising from contracts, agreements, leases, purchase orders, and other commitments.

(c) "Excluded Liabilities" shall mean the following liabilities, obligations, or commitments of Assignor, whether relating to or arising out of the operation of the Moore Products Business or the ownership of the Assigned Assets prior to the date hereof or otherwise and regardless of when asserted:

(i) all liabilities existing as of March 1, 1999 and not specifically disclosed in the Stock Purchase and Redemption Agreement dated March 1, 1999, by and among Assignor, Service Partners Distribution, Malcolm Moore, Jr. and Peter C. Moore (the "Stock Purchase and Redemption Agreement");

(ii) that certain Promissory Note dated March 1, 1999 in the amount of \$6,284,000.00 made payable by Assignor to Service Partners Holdings, LLC, a Virginia limited liability company and parent of Assignor ("Service Partners Holdings");

(iii) that certain Promissory Note dated March 1, 1999 in the amount of \$621,051.05 made payable by Assignor to Service Partners Holdings;

(iv) all liabilities and obligations arising under any contract, agreement, lease, purchase order, or other commitment if the rights of Assignor are, for any reason, not transferred to, or the benefits thereunder are not otherwise made available to, Assignee by Assignor; and

(v) any other liabilities or obligations which give rise to a claim for indemnification by Service Partners Distribution or Assignor under the terms of the Stock Purchase and Redemption Agreement.

2. **Assignment by Assignor.** Assignor hereby transfers, grants, conveys, and assigns to Assignee any and all rights, title, and interests that Assignor may have in, to, and under the Assigned Assets, and any and all duties, obligations, and rights that Assignor may have in, to, and under the Assigned Liabilities.

3. **Assumption by Assignee.** In consideration of the assignments set forth in paragraph 2, Assignee hereby assumes all obligations that may arise after the date hereof with respect to the Assigned Assets and Assigned Liabilities.

4. **Assignee Membership Interest.** In consideration for the assignment of the Assigned Assets and Assigned Liabilities, Assignee hereby gives, transfers, and assigns to the Assignor a fifty-three and eight-tenths percent (53.8%) membership interest in Assignee (the "Assigned Membership Interest"). Assignor accepts the assignment of the Assigned Membership Interest from the Assignee as provided above and agrees to be bound under the Virginia Limited Liability Company Act and the Assignee's Articles of Organization as a member with respect to the Assigned Membership Interest.

5. **Employees.** Assignor and Assignee agree that each of Assignor's employees shall become an employee of Assignee immediately upon the effective date of this Agreement.

6. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the Commonwealth of Virginia without regard to any conflicts of law provisions or principles thereof to the contrary. Assignor and Assignee hereby irrevocably consent to the exclusive jurisdiction of the courts of the County of Henrico in the Commonwealth of Virginia and of the United States District Court for the Eastern District of Virginia, Richmond Division, (to the extent such court has subject matter jurisdiction) in connection with any action, suit, or other proceeding in connection with, arising out of, or relating to this Agreement.

7. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

8. **Waiver of Jury Trial.** Assignor and Assignee each hereby knowingly, voluntarily, and intentionally waives the right to a trial by jury with respect to any litigation based on, arising out of, under or in connection with this Agreement.

9. **Further Assurances.** The parties hereto, without further consideration, agree to promptly take such actions and shall promptly execute and deliver such documents as may be reasonably requested by the other party to effectuate, evidence, authorize, or approve the transaction contemplated in this Agreement, including, but not limited to, making claims under any insurance policies for claims occurring prior to the date hereof and Assignor changing its name to a mutually agreed-upon alternative.

10. **Survival.** The provisions of paragraphs 5, 6, 7, 8, and 9 above shall survive the execution hereof indefinitely.

11. **Successors and Assigns.** This Agreement and the terms and provisions hereof shall inure to the benefit of, and be binding upon, the respective successors and assigns of Assignor and Assignee.

12. **Modification.** This Agreement shall not be modified unless, and then only to the extent that, a written modification is executed by all of the parties hereto or their respective successors or assigns.

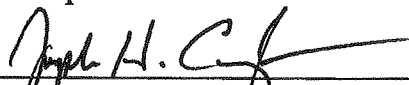
13. **Counterparts.** This Agreement may be executed in counterparts, and any executed counterpart shall bind the parties hereto and inure to their benefit as though all parties were signatory to the same counterpart.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Agreement to be executed by its duly authorized representative as of the date first written above.

ASSIGNOR:

MOORE PRODUCTS, INC.
a Georgia corporation

By:



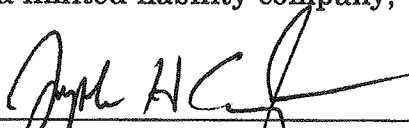
Joseph H. Carrington, Vice-President

ASSIGNEE:

MOORE PRODUCTS, LLC,
a Virginia limited liability company
(formerly Hawks, LLC)

By: Service Partners Distribution, LLC,
a Virginia limited liability company,
Manager

By:



Joseph H. Carrington, President