

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Potomac Supply Corporation		11/13/2012	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Potomac Supply, LLC		
Street Address:	1398 Kinsale Road		
City:	Kinsale		
State/Country:	VIRGINIA		
Postal Code:	22488		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1559024	POTOMAC	
CORRESPONDENCE DATA			
Fax Number:	3033132827		
<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:	3032985901		
Email:	ptodenver@gibsondunn.com		
Correspondent Name:	Peter Weinberg		
Address Line 1:	1801 California St., Suite 4200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Peter F. Weinberg		
SIGNATURE:	/pfw/		
DATE SIGNED:	07/16/2014		
Total Attachments: 3			
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OP \$40.00 1559024

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is entered into effective as of November 13, 2012 (the "**Effective Date**"), by and between Potomac Supply Corporation, a Virginia corporation ("**Assignor**"), with offices at 1398 Kinsale Road, Kinsale, Virginia 22488, and Potomac Supply, LLC, a Delaware limited liability company ("**Assignee**"), with offices at 1398 Kinsale Road, Kinsale, Virginia 22488.

1.0 Background.

1.1 On November 13, 2012, Potomac Supply, LLC acquired the assets of Potomac Supply Corporation via a bankruptcy sale. Subject to the terms and conditions of the bankruptcy sale, Assignor wishes to assign the Trademark (as that term is defined below) to Assignee.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the Mark and Registration set forth on Exhibit A attached hereto, including without limitation all common-law rights, throughout the world, together with the associated goodwill (the "**Trademark**"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.2 Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of New York and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, being the duly authorized representative of the Assignor, has executed this Assignment below effective as of the Effective Date.

ASSIGNOR:

POTOMAC SUPPLY, LLC (on behalf of Potomac Supply Corporation)

By: 

Name: Jeffrey Gornev Steed


Title: Chief Financial Officer, Vice President,
Treasurer & Secretary

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005323 FRAME: 0946

Exhibit A

Trademark

Mark	Registration Number	Country
	1559024	U.S.