

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM318331

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
White Cap Construction Supply, Inc.		09/23/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HDS IP Holding, LLC		
<b>Street Address:</b>	101 Convention Center Drive, Suite 850		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89109		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2901054	PANEL-PRO TILT-UP ESTIMATING SOFTWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4049626596		
<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>			
<b>Phone:</b>	404-885-3678		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Sofia Jeong, Esq.		
<b>Address Line 1:</b>	600 Peachtree Street NE, Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	230558.5 PANEL-PRO		
<b>NAME OF SUBMITTER:</b>	Sofia Jeong		
<b>SIGNATURE:</b>	/sj/		
<b>DATE SIGNED:</b>	09/29/2014		
<b>Total Attachments: 3</b>			
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OP \$40.00 2901054

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of \_\_\_\_ day of September, 2014 ("Effective Date"), by and between **White Cap Construction Supply, Inc.** ("Assignor"), a California corporation, and **HDS IP Holding, LLC** ("Assignee"), a Nevada limited liability company, whose address is 100 Convention Center Drive, Suite 850, Las Vegas, Nevada 89109 USA (hereinafter referred to as "Assignee") (collectively, the "Parties.").

### W I T N E S S E T H

WHEREAS, Assignor is the owner of the trademark "PANEL-PRO TILT-UP ESTIMATING SOFTWARE & Design" registered with the U.S. Patent and Trademark Office ("PTO") (Registration No. 2,901,054) (the "Mark");

WHEREAS, Parties desire to enter into this Assignment to effect the transfer of all right, title, and interest in and to the Mark to Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title, and interest in and to the Mark on a worldwide basis, together with the goodwill associated with its trademarks, along with the right to recover for damages and profits and other remedies for past infringements of the Mark.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments in Assignor's possession, and to do any and all further reasonable acts that are deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Mark and to enable such right, title, and interest to be recorded in the PTO any other appropriate governmental or private authority, agency or registry of the United States and internationally.

3. Counterpart: Electronic Signature. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of a facsimile or electronic mail transmission of such party's signature, or a photocopy of such transmission, and such electronic signature shall be deemed to constitute the original signature of such party hereto.

**[SIGNATURES ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed the Assignment as of the Effective Date.

"ASSIGNOR"

White Cap Construction Supply, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"ASSIGNEE"

HDS IP Holding, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

### Trademarks

Mark	Registration No.
PANEL-PRO TILT-UP ESTIMATING SOFTWARE & Design	2,901,054