

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM328392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kiva Kitchen & Bath Holdings, LLC		01/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morrison Supply Company, LLC		
Street Address:	311 E. Vickery Blvd.		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76104		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3432864	KIVA KITCHEN & BATH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	shill@velaw.com		
Correspondent Name:	Sean M. Hill		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 2:	Vinson & Elkins LLP		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	MOR878-58001		
NAME OF SUBMITTER:	Sean M. Hill		
SIGNATURE:	/Sean M. Hill/		
DATE SIGNED:	01/08/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), dated as of January 2, 2015, is entered into by and between Kiva Kitchen & Bath Holdings, LLC, a limited liability company formed under the laws of the State of Delaware, having its principal place of business at 7071 Southwest Freeway Houston, Texas 77074 (the "**Assignor**") and Morrison Supply Company, LLC, a limited liability company formed under the laws of the State of Texas, having its principal place of business at 311 E. Vickery Blvd., Fort Worth, Texas 76104 (the "**Assignee**").

WHEREAS, the Assignor and the Assignee and the other parties party thereto have entered into that certain Asset Purchase Agreement dated as of December 10, 2014, (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in, to and under the Purchased Intellectual Property, including the trademark registration set forth on the attached Schedule 1 (the "**Trademark**"), and the Assignee has agreed to acquire all right, title and interest in, to and under the Trademark.

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

1. **Definitions.** Defined terms used in this Assignment have the meanings given to them in the Purchase Agreement unless otherwise expressly defined in this Assignment.

2. **Assignment.** The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to the Trademark, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Trademark, including without limitation the goodwill of the businesses connected to the use of the Trademark, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. **Recordation.** The Assignor authorizes and requests the U.S. Patent and Trademark Office or any foreign equivalent thereto, and any other Governmental Body, to record the Assignee as owner of the Trademark and of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

4. **Cooperation.** The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the

Trademark) known to it with respect to the Trademark and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Trademark and in enjoying the full benefits thereof. The Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor to act as the Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause the Assignor to perform any of its obligations set forth in this Assignment.

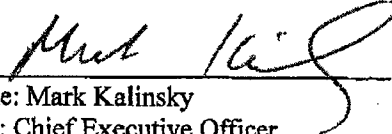
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Assignment is executed in connection with the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Purchased Intellectual Property.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

KIVA KITCHEN & BATH HOLDINGS, LLC

By: 
Name: Mark Kalinsky
Title: Chief Executive Officer

ASSIGNEE:

MORRISON SUPPLY COMPANY, LLC

By: _____
Name: Daniel Filler
Title: Vice President and Secretary

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005436 FRAME: 0846

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

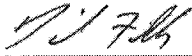
ASSIGNOR:

KIVA KITCHEN & BATH HOLDINGS, LLC

By: _____
Name: Mark Kalinsky
Title: Chief Executive Officer

ASSIGNEE:

MORRISON SUPPLY COMPANY, LLC

By: 
Name: Daniel Filler
Title: Vice President and Secretary

Schedule 1

Trademark

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>
KIVA KITCHEN & BATH	10/5/2005	78727334	3432864	Live