

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Packaging Incorporated		01/09/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	BlackHawk Industrial Distribution, Inc.		
Street Address:	1501 SW Expressway Drive		
City:	Broken Arrow		
State/Country:	OKLAHOMA		
Postal Code:	74012		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3489451	CP SUPPLY	
Registration Number:	4106015	CYNCH	
Registration Number:	4291086	HAMMERSTRIKE FASTENERS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	342663-90		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	01/09/2015		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 9, 2015 (the "Effective Date") by and between Packaging Incorporated, a Minnesota corporation ("Assignor") and BlackHawk Industrial Distribution, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement, dated December 16, 2014 (the "Purchase Agreement"); and

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case) and domain names set forth on Attachment A attached hereto (the "Assigned IP"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements and the conditions set forth in this Assignment, Assignor and Assignee hereby agree as follows:

1. Transfer of Assigned IP. Assignor does hereby grant, bargain, sell, transfer, convey, assign, alienate, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in and to the Assigned IP, together with all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns.

3. Amendment and Waiver. This Assignment may not be amended or waived except in a writing executed by Assignor and Assignee. No course of dealing between or among any persons having any interest in this Assignment will be deemed effective to modify or amend any part of this Assignment or any rights or obligations of any person under or by reason of this Assignment.

4. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

5. Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

6. Governing Law and Venue. THE INTERNAL LAW, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, OF THE STATE OF MINNESOTA WILL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THIS

ASSIGNMENT AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS ASSIGNMENT.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

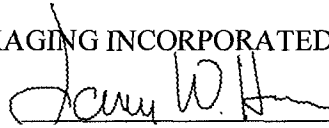
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

PACKAGING INCORPORATED

By:

A handwritten signature in black ink, appearing to read "James W. Horn", is written over a horizontal line.

Name: James W Horn

Title: CEO

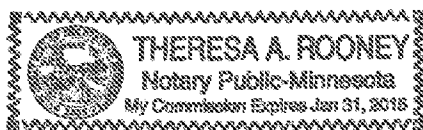
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Minnesota

ss:

COUNTY OF Hennepin

On this 2 day of January - 2015, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Theresa A. Rooney
Notary Signature and Seal

ASSIGNEE:

BLACKHAWK INDUSTRIAL DISTRIBUTION, INC.

By: William K. Scheller

Name: William K. Scheller

Title: President, Chief Executive Officer

Signature Page to Trademark Assignment

AD
TRADEMARK
REEL: 005437 FRAME: 0925

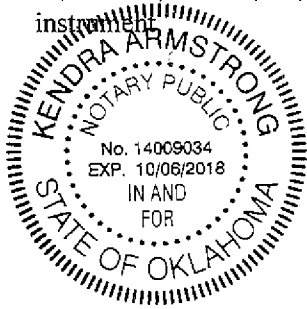
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Oklahoma

SS:

COUNTY OF Tulsa

On this 8 day of January before me, the undersigned, personally appeared William Scheler personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Kendra Armstrong
Notary Signature and Seal

Attachment A

Trademark Registrations and Applications

Mark	Reg. No./App. No.
CP SUPPLY	3,489,451
CYNCH (design mark)	4,106,015
HAMMERSTRIKE FASTENERS (design mark and logo)	4,291,086

Domain Names

packinc.com
packinc.net
packagingincorporated.com
packagingincorporated.net
buyatpi.com
piguns.com