

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Handy Hardware Wholesale, Inc.		08/05/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HH OpCo LLC		
Street Address:	8300 Tewanin Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77061		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1996328	HANDY HARDWARE STORES	
Registration Number:	3099993	H	
Registration Number:	2910342	H	
Registration Number:	3256423	HANDYBUY	
Registration Number:	3071727	VALUE BEYOND MEASURE	
CORRESPONDENCE DATA			
Fax Number:	7132247950		
<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:	7132234034		
Email:	virtual@hlopc.com		
Correspondent Name:	Al Harrison		
Address Line 1:	411 Fannin St.		
Address Line 2:	Suite 350		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	2016-02352		
NAME OF SUBMITTER:	Al Harrison		
SIGNATURE:	/Al Harrison/		
DATE SIGNED:	08/10/2016		

OP \$140.00 1996328

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**IP Assignment**”) is made and entered into as of August 5, 2013, by and between Handy Hardware Wholesale, Inc., a Delaware corporation (“**Assignor**”), and HH OpCo LLC, a Delaware limited liability company (“**Assignee**”) pursuant to that certain Asset Purchase Agreement, dated as of August 5, 2013 (the “**Purchase Agreement**”), by and between Assignor and Assignee. The capitalized terms used herein that are not otherwise defined herein shall have the meaning attributed to such term in the Purchase Agreement. In the event that any provision of this IP Assignment is construed to be inconsistent with any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall supersede such conflicting provision and be deemed to control.

WHEREAS, Assignor is the owner of the trademarks shown on the attached **Schedule A** and the applications and related goodwill therefor (collectively, the “**Trademarks**”);

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademarks; and

WHEREAS, Assignee desires to acquire from Assignor all right, title and interest in and to the Trademarks;

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, and Assignee hereby accepts the assignment of, all right, title and interest in and to the Trademarks, together with all income, royalties, damages and payments arising out of or relating to enforcement, licensing, transfer or sale of such Trademarks and due or payable to Assignor as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including all copies and tangible embodiments of any such Trademarks in Assignor’s possession or control.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

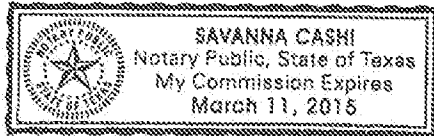
IN WITNESS WHEREOF, the parties have executed or caused this IP Assignment to be executed as of the date first written above.

HANDY HARDWARE WHOLESALE, INC.

By: [Signature]
Name: Thomas J. Schifanella, Jr.
Title: Chief Financial Officer

Notarial Certification

On this 5th day of August, 2013, Thomas J. Schifanella, Jr. personally appeared and executed the foregoing document before me and acknowledged that he executed the same for the purposes set forth herein with authority to do so.



[Signature]
Notary Public

HH OPCO LLC

By: _____
Name: James P. Brower
Title: Chief Executive Officer, President and Treasurer

Notarial Certification

On this _____ day of _____, 2013, James P. Brower personally appeared and executed the foregoing document before me and acknowledged that he executed the same for the purposes set forth herein with authority to do so.

Notary Public

IN WITNESS WHEREOF, the parties have executed or caused this IP Assignment to be executed as of the date first written above.

ASSIGNOR:

HANDY HARDWARE WHOLESALE, INC.

By: _____
Name:
Title:

Notarial Certification

On this ___ day of _____, 2013, _____ personally appeared and executed the foregoing document before me and acknowledged that he executed the same for the purposes set forth herein with authority to do so.

Notary Public

ASSIGNEE:

HH OPCO LLC

By: _____
Name: James P. Brower
Title: Chief Executive Officer, President and Treasurer

Notarial Certification

On this 2nd day of August, 2013, James P. Brower personally appeared and executed the foregoing document before me and acknowledged that he executed the same for the purposes set forth herein with authority to do so.

Victoire Batiste
Notary Public

VICTOIRE BATISTE
ID # 2351035

[Signature Page to Intellectual Property Assignment]

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/11/2016

**SCHEDULE A
TO INTELLECTUAL PROPERTY ASSIGNMENT**

TRADEMARKS

Trademark	Country	File No.	Registration No.	Registration Date
Handy Hardware Stores	USA	1999-01313	1,996,328	08/27/1996
H-Bolt Logo	USA	2004-01720	3,099,993	06/06/2006
H-Bolt Logo	USA	2002-01616	2,910,342	12/14/2004
H-Bolt Logo	USA	2002-01617	800150763 (Texas)	12/13/2002
H-Bolt Logo	USA	2002-01617	800150765 (Texas)	12/09/2002
H-Bolt Logo	USA	2002-01617	800150771 (Texas)	12/09/2002
H-Bolt	USA	2002-01617	800150774 (Texas)	12/09/2002
H-Bolt Logo	USA	2002-01617	800162509 (Texas)	12/13/2002
H-Bolt Logo	USA	2002-01617	800162513 (Texas)	12/13/2002
HandyBuy	USA	2006-01841	3,256,423	06/26/2007
Value Beyond Measure	USA	2003-01640	3,071,727	03/21/2006