

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All Interior Supply, LLC		10/28/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	L&W Supply Corporation		
Street Address:	550 W. Adams Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3805603	ALL INTERIOR SUPPLY	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	ghouhanisin@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	George M. Houhanisin		
SIGNATURE:	/George M. Houhanisin/		
DATE SIGNED:	11/04/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AND TRANSFER AGREEMENT

This TRADEMARK ASSIGNMENT AND TRANSFER AGREEMENT (this "Agreement") is dated October 28, 2016, by and between L&W Supply Corporation, a Delaware corporation ("Assignee") and All Interior Supply, LLC, a Florida limited liability company (formerly All Interior Supply, Inc., a Florida corporation) ("Assignor"). Capitalized terms used, but not defined, herein will have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, on August 27, 2016, USG Corporation, a Delaware corporation ("Parent") and American Builders & Contractors Supply Co., Inc., a Delaware corporation, entered into a Sale and Purchase Agreement (the "Purchase Agreement"), pursuant to which Parent agreed to cause all of the Seller Group's right, title and interest in, to and under the Acquired Assets to be contributed, conveyed, transferred, assigned and delivered to Assignee on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, the Assignee and the Seller Group entered into a Contribution Agreement on October 28, 2016 ("Contribution Agreement"), pursuant to which the Seller Group transferred all of such member of the Seller Group's right, title and interest in, to and under the Acquired Assets, as set forth in Section 1.2(b) of the Purchase Agreement; and

WHEREAS, the Acquired Assets include, without limitation, the trademarks and trademark applications set forth on Exhibit A hereto (collectively, the "Transferred Trademarks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT

Assignor hereby irrevocably contributes, conveys, transfers, assigns and delivers to Assignee all of Assignor's worldwide right, title and interest in, to and under the Transferred Trademarks and all goodwill associated with the Transferred Trademarks, free and clear of all Encumbrances, including in each case, without limitation, all (i) rights to sue or recover and retain damages for past, present and future infringement of any of the foregoing and (ii) royalties, fees, income and other payments and proceeds due or accrued as of the date hereof and thereafter under or arising from the Transferred Trademarks.

2. RECORDAL

Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable Governmental Entity, to record this Agreement and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks to and in the name of Assignee.

3. NO WARRANTIES

Except as expressly provided in the Contribution Agreement, Assignor makes no warranties, express or implied, with respect to the Transferred Trademarks.

4. RELATIONSHIP TO THE CONTRIBUTION AGREEMENT

The terms of the Contribution Agreement are incorporated herein by this reference, and will not be superseded by this Agreement, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Contribution Agreement and this Agreement, the Contribution Agreement will control.

5. FURTHER ASSURANCES; GOVERNING LAW

Assignor shall promptly take such further actions and execute such further documents and instruments of conveyance and transfer as may be reasonably necessary or appropriate to carry out this Agreement. This Agreement will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles.

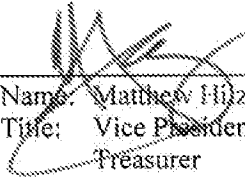
6. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail will be deemed originals for purposes of this Agreement.

[Signature Page Follows.]

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

L&W SUPPLY CORPORATION

By: 
Name: Matthew Hilzinger
Title: Vice President and Assistant
Treasurer

ALL INTERIOR SUPPLY, LLC


By: 
Name: Matthew Hilzinger
Title: Vice President and Assistant
Treasurer

EXHIBIT A
Transferred Trademarks

No.	Jurisdiction	Trademark	Registration number	Class	Registration date
1	U.S. Federal	ALL INTERIOR SUPPLY	3,805,603	35	June 22, 2010