

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metro Roofing Supplies, Inc.		12/02/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	SRS Distribution, Inc.		
Street Address:	5900 S. Lake Forest Drive, Suite 400		
City:	McKinney		
State/Country:	TEXAS		
Postal Code:	75070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3717217	METRO ROOFING SUPPLIES	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	53233.10_Legrand		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		
DATE SIGNED:	01/03/2017		
Total Attachments: 3			
source=2016-12-02 Trademark Assignment from Metro Roofing Supplies Inc to SRS Distribution#page1.tif			
source=2016-12-02 Trademark Assignment from Metro Roofing Supplies Inc to SRS Distribution#page2.tif			
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OP \$40.00 3717217

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of December 2, 2016 (the "Effective Date"), by Metro Roofing Supplies, Inc., a New Jersey corporation ("Assignor") and SRS Distribution, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of November 11, 2016, by and among Assignor and Assignee and certain other parties (the "Asset Purchase Agreement"), Assignor is required to sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the U.S. trademark with registration number 3,717,217 (METRO ROOFING SUPPLIES and design, hereinafter the "Trademark").

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in the Trademark according to the terms of this Assignment and the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Trademark, free and clear of any liens, including, without limitation, all associated goodwill, all applications, renewals, registrations, substitutions, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement of any of the Trademark. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this assignment.

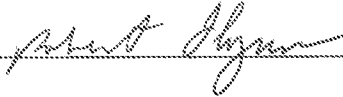
2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take all other actions as Assignee may reasonably request to consummate the transactions contemplated by this Assignment. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and perform all lawful acts reasonably necessary and proper to vest title to the Trademark in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademark.

3. Counterparts. This Assignment may be executed in two or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.

METRO ROOFING SUPPLIES, INC.

By: 

Name: Robert Flynn

Title: President

SRS DISTRIBUTION, INC.

By: _____

Name: John S. Davis

Title: Vice President

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.

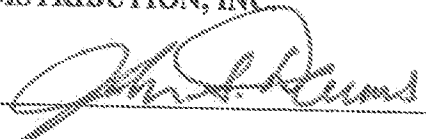
METRO ROOFING SUPPLIES, INC.

By: _____

Name: Robert Flynn

Title: President

SRS DISTRIBUTION, INC.

By:  _____

Name: John S. Davis

Title: Vice President