

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432207

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PEXCO LLC		11/17/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fasteners for Retail, Inc.		
<b>Street Address:</b>	8181 Darrow Road		
<b>City:</b>	Twinsburg		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44087		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4242554	AISLESMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165925009		
<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>			
<b>Phone:</b>	216-592-5000		
<b>Email:</b>	trademarks@tuckerellis.com		
<b>Correspondent Name:</b>	TUCKER ELLIS LLP		
<b>Address Line 1:</b>	950 Main Avenue		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Cleveland, OHIO 44113		
<b>NAME OF SUBMITTER:</b>	Matthew J. Marguerite		
<b>SIGNATURE:</b>	/Matthew J. Marguerite/		
<b>DATE SIGNED:</b>	06/22/2017		
<b>Total Attachments: 7</b>			
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source=012982-000016-Assignment-PEXCO-to-FASTENERS_FOR_RETAIL#page2.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Agreement**”) is made as of November 17, 2016, by and between Pexco LLC, a Delaware limited liability company (“**Seller**”), and Fasteners for Retail, Inc., an Ohio corporation (“**Purchaser**”).

### RECITALS

Seller and Purchaser are parties to that certain Asset Purchase Agreement (“**Purchase Agreement**”), dated on even date herewith, pursuant to which Seller has agreed to sell and assign to Purchaser the Acquired Intellectual Property, all on the terms and subject to the conditions set forth in the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such term in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of and in exchange for the premises and the covenants contained in the Purchase Agreement and herein, the parties hereby agree as follows:

1. **Assignment.** In accordance with, and subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby transfers, sells, grants, conveys, assigns, and sets over unto Purchaser, all of Seller’s right, title, benefit, and interest in and to the Acquired Intellectual Property, including the following, to the extent constituting Acquired Intellectual Property:

(a) all patents and patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations and applications and common law trademarks set forth in **Exhibit A** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(c) the unregistered copyrights and any copyright registrations, applications for registration and copyright licenses that may arise therefrom and all issuances, extensions and renewals thereof;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Entire Agreement.** This Agreement, together with the Purchase Agreement, contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for

any purpose. Any agreement made after the date of this Agreement is ineffective to modify or amend the terms of this Agreement, in whole or in part, unless that agreement is in writing, is signed by the parties to this Agreement, and specifically states that that agreement modifies this Agreement.

3. **Relationship to the Purchase Agreement.** This Agreement is not intended to, and does not, in any manner enhance, diminish or otherwise modify the rights and obligations of Purchaser and Seller under the Purchase Agreement. The terms of the Purchase 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 Purchase Agreement and this Agreement, the Purchase Agreement will control.

4. **Recordation and Further Actions.** Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials in the United States or elsewhere in the world to record and register this Agreement upon request by Purchaser.

5. **Fees.** Purchaser shall be responsible for payment of all recording and transfer fees payable in respect of the transfer of the Acquired Intellectual Property.

6. **Notices.** All notices or other communications required or permitted hereunder shall be made in accordance with the terms of the Purchase Agreement.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state (excluding all choice of law and conflicts of law rules), and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Delaware applicable to contracts made and performed in such state (excluding all choice of law and conflicts of law rules).

8. **Counterparts and Electronic Delivery.** This Agreement may be executed in one or more counterparts, including by way of electronic transmission, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of page blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

**SELLER:**

**PEXCO LLC**

By: 

Name: Neil Shillingford

Its: Chief Executive Officer

**PURCHASER:**

**FASTENERS FOR RETAIL, INC.**

By: \_\_\_\_\_

Name: Andrew Phillips

Its: Senior Vice President

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

**SELLER:**

**PEXCO LLC**

By: \_\_\_\_\_  
Name: Neil Shillingford  
Its: Chief Executive Officer

**PURCHASER:**

**FASTENERS FOR RETAIL, INC.**

By:   
Name: Andrew Phillips  
Its: Senior Vice President

*[Signature Page to Intellectual Property Assignment Agreement]*

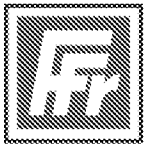
Exhibit A  
Trademarks

AISLESMART

Serial Number: 85177810

Filing Date: November 16, 2010

Registration Number: 4242554



Merchandising®

FFR Merchandising, Inc.  
8181 Darrow Road  
Twinsburg, Ohio 44087-2303  
800.422.2547  
330.998.7800  
Fax: 330.998.7801

e-mail: info@ffr.com  
web: www.ffr.com

May 26, 2017

Pexco LLC  
2500 Northwinds Parkway, Suite 472  
Alpharetta, GA 30004  
Attention: Neil Shillingford

RE: Asset Purchase Agreement (the “**Purchase Agreement**”) dated as of November 17, 2016, by and among Fasteners For Retail, Inc., an Ohio corporation and FFR Properties, LLC, a Delaware limited liability company (collectively, the “**Purchaser**”), and PEXCO LLC, a Delaware limited liability company (the “**Seller**”). Capitalized terms used but not defined in this Letter Agreement have the meaning set forth in the Purchase Agreement.

Dear Neil,

Reference is made to the Purchase Agreement pursuant to which the Purchaser purchased from the Seller the Acquired Assets. A component of the Acquired Assets included all owned or licensed Intellectual Property which relates primarily to the Business, including those items of registered Intellectual Property set forth on Schedule 1.1(g) of the disclosure schedules (the “**Disclosure Schedules**”) to the Purchase Agreement (collectively, the “**Acquired Intellectual Property**”). Each of Schedule 1.1(g) of the Disclosure Schedules and Exhibit A to the Intellectual Property Assignment Agreement lists only one item of registered Intellectual Property. The parties acknowledge and agree that two additional patents that relate primarily to the Business should have been incorporated in the foregoing transaction documents. The parties desire to amend Schedule 1.1(g) of the Disclosure Schedules and Exhibit A to the Intellectual Property Assignment Agreement to memorialize the transfer of such patents from Seller to Purchaser.

The parties to this Letter Agreement hereby acknowledge and agree that:

1. Schedule 1.1(g) of the Disclosure Schedules and Exhibit A to the Intellectual Property Assignment Agreement are hereby amended to add the following registered Intellectual Property:

Registered Owner	Description	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
Seller	Hinged label holder	US	29/279,284	04/25/07	D579984	11/04/08
Seller	Shelf label holder	US	29/238,490	09/19/05	D546892	07/17/07

2. Except as amended hereby, the Purchase Agreement, the Disclosure Schedules, and the Intellectual Property Assignment Agreement are not in any way amended, modified or waived and shall remain in full force and effect.


3. Article IX of the Purchase Agreement is hereby incorporated herein, mutatis mutandis.



Please sign and return one copy of this Letter Agreement, which thereupon will constitute our agreement with respect to the subject matter contained herein.

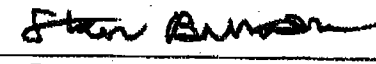
Very truly yours

**FASTENERS FOR RETAIL, INC.**

By:   
Name: Stan Burson  
Its: President and Chief Executive Officer

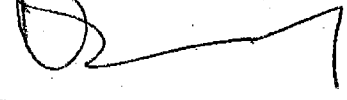
**FFR PROPERTIES, LLC**

By: Fasteners For Retail, Inc., its sole Member

By:   
Name: Stan Burson  
Its: President and Chief Executive Officer

Accepted and agreed this  
31<sup>st</sup> day of May, 2017:

**PEXCO LLC**

  
By: \_\_\_\_\_  
Name: Neil Shillingford  
Its: Chief Executive Officer

cc: Tucker Ellis LLP  
Nelson Mullins Riley & Scarborough LLP

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