

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437371

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment Agreement		
<b>SEQUENCE:</b>	4		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HDS IP Holding, LLC		08/01/2017	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HD Supply Waterworks, Ltd.		
<b>Street Address:</b>	3100 Cumberland Blvd., Suite 1700		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Limited Partnership: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3665886	LOCAL SERVICE, NATIONWIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<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>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Brett M. Novick, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Brett M. Novick		
<b>SIGNATURE:</b>	/Brett Novick/		
<b>DATE SIGNED:</b>	08/01/2017		
<b>Total Attachments: 6</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT is made effective as of August 1, 2017 by and between HDS IP Holding, LLC, a Nevada limited liability company (“HDS”), and HD Supply Waterworks, Ltd., a Florida limited partnership (the “Company”).

**RECITALS**

WHEREAS, HDS owns the sole and exclusive right, title and interest in the trademarks listed on the attached Schedule A (the “Assigned Marks”); and

WHEREAS, HDS desires to assign to the Company its entire right, title, and interest in and to the Assigned Marks.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. HDS hereby assigns, transfers, and sets over to the Company, and its lawful successors and assigns, HDS’s entire right, title, and interest in and to (a) the Assigned Marks, (b) all goodwill symbolized by and associated with the business conducted under such Assigned Marks, (c) all registrations and applications (including intent-to-use applications) for the Assigned Marks together with the business or portion thereof to which the Assigned Marks apply, which business is ongoing and existing, (d) all income, royalties, damages and payments in respect of the Assigned Marks, and (e) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to the Assigned Marks.
2. Authorizations. HDS hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record the Company as the assignee and owner of the Assigned Marks, and all applications and registrations thereof, and to issue all corresponding registrations to the Company, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
3. Power of Attorney.

(a) HDS hereby constitutes and appoints the Company, with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices: (A) this Trademark Assignment Agreement, all certificates and other instruments and all amendments thereof; and (B)

all instruments which the parties deems necessary or appropriate to reflect any amendment, change, modification or restatement of this Agreement approved in accordance with its terms.

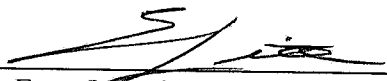
(b) The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of each party hereto.

4. HDS hereby agrees, without further consideration, to execute all papers and to perform such other proper acts as the Company or its successors or assigns may deem reasonably necessary to secure for the Company or to its successors or assigns, or to evidence the rights, hereby transferred.
5. HDS hereby agrees that this Trademark Assignment Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.
6. HDS hereby agrees, without further consideration, that any breach of any provision of this Trademark Assignment Agreement shall not constitute a waiver of other obligations hereunder, nor shall it be considered as a future or continuing waiver of the same provision of this Trademark Assignment Agreement.
7. This Trademark Assignment Agreement may be executed in one or more counterparts, or by facsimile or PDF attached by an email, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be executed and delivered to be effective as of the date first written above.

**HDS IP HOLDING, LLC**

By:   
Name: Evan J. Levitt  
Title: Vice President

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006119 FRAME: 0477**

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be executed and delivered to be effective as of the date first written above.

**HD SUPPLY WATERWORKS LTD.**

By: CD&R Plumb Buyer, LLC,  
a general partner



By: 

Name: Theresa A. Gore  
Title: Vice President and Secretary

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006119 FRAME: 0478**

Schedule A

<b>TM / AN / RN / Disclaimer</b>	<b>Jurisdiction</b>	<b>Status / Key Dates</b>	<b>Full Goods / Services</b>	<b>Owner</b>
<u>LOCAL SERVICE, NATIONWIDE</u> RN: 3665886 SN: 77527893	United States (Federal)	Registered Principal Register - Sec. 2(F) 8 & 15 September 12, 2015 Int'l Class: 35 First Use: November 22, 2002 Filed: July 22, 2008 Application Published: May 26, 2009 Registered: August 11, 2009	(Int'l Class: 35) wholesale distributorships featuring water, sewer, fire protection and storm drain products	HDS IP Holding, LLC
<u>WATERWORKS and Design</u>    RN: 220023 AN: 220023-01	Panama	Panama Registered Last Status Received: Registered Filed: January 18, 2013 Registered: January 18, 2013 Expiration Date: January 18, 2023	(Translation) (Int'l Class: 35) retail stores and distribution services provided to other businesses that offer home improvement made by other equipment, municipal water supply, equipment for water treatment equipment and plumbing and sewage.	HDS IP Holding, LLC
<u>WATERWORKS and Design</u>    RN: 220024 AN: 220024-01	Panama	Panama Registered Last Status Received: Registered Filed: January 18, 2013 Registered: January 18, 2013 Expiration Date:	(Translation) (Int'l Class: 37) maintenance and repair of water treatment facilities and sewage and plumbing fixtures.	HDS IP Holding, LLC

<b>TM / AN / RN / Disclaimer</b>	<b>Jurisdiction</b>	<b>Status / Key Dates</b>	<b>Full Goods / Services</b>	<b>Owner</b>
		January 18, 2023		

[Signature Page to Trademark Assignment Agreement]