

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM460423

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Compact Power Mergeco, LLC		01/28/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Home Depot Product Authority, LLC		
<b>Street Address:</b>	2455 Paces Ferry Road		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4690973	COMPACT POWER	
<b>Registration Number:</b>	3425460	COMPACT POWER	
<b>Registration Number:</b>	4680848	COMPACT POWER EQUIPMENT RENTAL	
<b>Registration Number:</b>	4694520	COMPACT POWER EQUIPMENT SERVICES	
<b>Serial Number:</b>	87085112	CONNIE	
<b>Serial Number:</b>	87445581	EXPRESS RENTAL CENTER COMPACT POWER EQUI	
<b>Registration Number:</b>	5079748	JUST MORE CONVENIENT.	
<b>Registration Number:</b>	4793631	VIP ONSITE DELIVERY COMPACT POWER EQUIPM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5124572018		
<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>	5124572018		
<b>Email:</b>	aotrademark@kslaw.com, rgroos@kslaw.com, shunter@kslaw.com, kpfertner@kslaw.com		
<b>Correspondent Name:</b>	Richard J. Groos		
<b>Address Line 1:</b>	500 West 2nd Street		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Austin, TEXAS 78701		

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	03031.272605
<b>NAME OF SUBMITTER:</b>	Richard J. Groos
<b>SIGNATURE:</b>	/Richard J. Groos/
<b>DATE SIGNED:</b>	02/01/2018
<b>Total Attachments: 5</b> source=CPM LLC to HDPA#page1.tif source=CPM LLC to HDPA#page2.tif source=CPM LLC to HDPA#page3.tif source=CPM LLC to HDPA#page4.tif source=CPM LLC to HDPA#page5.tif	

## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

WHEREAS, Compact Power Mergeco, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having a business address of 2455 Paces Ferry Road, Atlanta GA, 30339, USA ("Assignor"), owns the Intellectual Property (as defined below), and wishes to assign, transfer and convey any and all rights to the Intellectual Property; and

WHEREAS, Home Depot Product Authority, LLC, a limited liability company of Georgia having an address of 2455 Paces Ferry Road, Atlanta GA, 30339, USA ("Assignee"), desires to acquire any and all rights to the Intellectual Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have entered into this Assignment as of the Effective Date set forth below.

### 1. Effective Date

**"Effective Date"** means 8:30 a.m. Eastern Standard Time on January 28, 2018.

### 2. Definition of Intellectual Property

**"Intellectual Property"** means any and all proprietary rights owned by Assignor throughout the United States and its territories and possessions. Such rights include: (a) patents, patent applications and registrations, inventions; (b) copyrights, copyright applications and registrations, moral rights, mask works and other works of authorship, (c) trademarks, trademark applications and registrations, trade names, service marks, domain names and similar rights, (d) trade secrets, (e) all other intellectual and industrial property rights of every kind and nature, and however designated, including processes, formulae, industrial models, designs and design information, product information, specifications, data, technology, methodologies, routines, techniques, engineering information, engineering work papers and notes, computer programs (including all source codes and documentation), object codes, designs, algorithms, libraries of software, logos, and any other confidential and proprietary right or information, whether arising by operation of law, contract, license or otherwise, and whether or not subject to statutory registration, (f) all related technical information and technical drawings, know-how, and the right to sue for past

infringement, if any, in connection with any of the foregoing, (g) all registrations, initial applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), and (h) all associated goodwill, including without limitation the items described in Schedules A through D attached hereto.

3. Assignment

Assignor hereby assigns to Assignee (i) all of Assignor's right, title, and interest in and to the Intellectual Property, together with any and all goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Intellectual Property, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Intellectual Property, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment had not been made.

4. Assistance by Assignor

Upon reasonable request by Assignee, Assignor will, at the cost and expense of Assignee, execute and deliver additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Intellectual Property set forth herein, and to vest in Assignee such right, title, and interest in and to the Intellectual Property as granted to Assignee.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect as of the Effective Date.

**ASSIGNOR:**

Compact Power Mergeco, LLC

Dated: January 23, 2018

by: Teresa Wynn Roseborough

Teresa Wynn Roseborough  
Vice President and Secretary

Printed Name and Title of Signing Officer

STATE OF GEORGIA §

§

COUNTY OF Cobb §

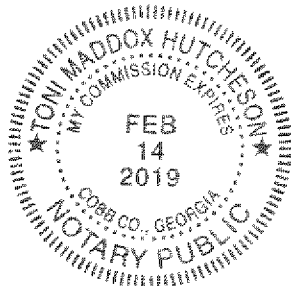
Before me, the undersigned authority, on this 23<sup>rd</sup> day of January, 2018, personally appeared Teresa Wynn Roseborough known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that (he/she) is authorized to execute the same on behalf of the identified company and that (he/she) executed the same on behalf of the company for the purposes and consideration therein expressed.

Toni Maddox Hutcherson

Notary Public, State of Georgia

Name Printed: Toni Maddox Hutcherson

My Commission Expires: 2/14/2019



[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

Executed and accepted by:

ASSIGNEE:

Home Depot Product Authority, LLC

Dated: January 23, 2018

by: Candace Rodriguez

Candace Rodriguez

Assistant Secretary

Printed Name and Title of Signing Officer

STATE OF GEORGIA §

§

COUNTY OF Cobb §

Before me, the undersigned authority, on this 23<sup>rd</sup> day of January, 2018, personally appeared Candace Rodriguez known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that (he/she) is authorized to execute the same on behalf of the identified company and that (he/she) executed the same on behalf of the company for the purposes and consideration therein expressed.

Toni Maddox Hutcherson

Notary Public, State of Georgia





Name Printed: Toni Maddox Hutcherson

My Commission Expires: 2/14/2019



[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

# SCHEDULE A – TRADEMARKS

Country	Mark/Name	App. No./Reg. No.
U.S. Federal	COMPACT POWER	RN: 4690973 SN: 86190032
U.S. Federal	COMPACT POWER	RN: 3425460 SN: 77133395
U.S. Federal	COMPACT POWER EQUIPMENT RENTAL and Design  	RN: 4680848 SN: 86190184
U.S. Federal	COMPACT POWER EQUIPMENT SERVICES and Design  	RN: 4694520 SN: 86190164
U.S. Federal	CONNIE	SN: 87085112
U.S. Federal	EXPRESS RENTAL CENTER COMPACT POWER EQUIPMENT RENTAL and Design  	SN: 87445581
U.S. Federal	JUST MORE CONVENIENT.	RN: 5079748 SN: 86896031
U.S. Federal	VIP ONSITE DELIVERY COMPACT POWER EQUIPMENT RENTAL and Design  	RN: 4793631 SN: 86458736