

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468475

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HDS IP Holding, LLC		03/02/2017 03/26/2018	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Core & Main LP		
Street Address:	1830 Craig Park Court		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63146		
Entity Type:	Limited Partnership: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3461922	POWERSCOPE	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Thomas A. Polcyn		
SIGNATURE:	/thomas a. polcyn/		
DATE SIGNED:	04/04/2018		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective March 2, 2017 (the "Effective Date"), by and between HDS IP Holding, LLC, a Nevada limited liability company ("Assignor") and Core & Main LP, a Florida limited partnership ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns all right, title, and interest in and to the trademark POWERSCOPE, as used in connection with computer software for creating, viewing and analyzing and preparing estimates of the quantity and associated cost of parts required for an engineering project in the United States, including U.S. Trademark Registration No. 3461922 for the mark POWERSCOPE (collectively, the "Trademark");

WHEREAS, Assignee was formerly known as HD Supply Waterworks, Ltd., a Florida limited partnership, and changed its name to Core & Main LP effective August 29, 2017; and

WHEREAS, Assignor desires that the Trademark be owned by Assignee, and Assignee desires to own said Trademark.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Trademark, and all registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Trademark been made.

2. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.

3. Assignee may record this Assignment with the United States Patent and Trademark Office. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign

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the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

HDS IP Holding, LLC

By:

James Brumsey

3/26/2018

Signature

James Brumsey

VP, Legal

Printed Name and Title

Core & Main LP

By:

Brad Cowles

3/23/2018

Signature

Brad Cowles

C.O.O.

Printed Name and Title