

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469122

<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>
TriMark USA, LLC		04/09/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ProCore Equipment, LLC		
<b>Street Address:</b>	505 Collins Street		
<b>City:</b>	South Attleboro		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02703		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87475212	PROCORE	
<b>Serial Number:</b>	87853699	PROCORE EQUIPMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>	6124927628		
<b>Email:</b>	ip@fredlaw.com		
<b>Correspondent Name:</b>	Leigh Rand		
<b>Address Line 1:</b>	200 S. 6th Street		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55415		
<b>NAME OF SUBMITTER:</b>	Leigh Rand		
<b>SIGNATURE:</b>	/Leigh Rand/		
<b>DATE SIGNED:</b>	04/10/2018		
<b>Total Attachments: 4</b>			
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source=Trademark Assignment Agreement - ProCore Marks to ProCore Equipment#page2.tif			
source=Trademark Assignment Agreement - ProCore Marks to ProCore Equipment#page3.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of April 9, 2018, is made by and between TriMark USA, LLC ("**Assignor**"), a Delaware limited liability company, in favor of ProCore Equipment, LLC ("**Assignee**"), a Delaware limited liability company.

WHEREAS, Assignor is the owner of certain trademarks and associated trademark registrations and/or applications set forth on Schedule A hereto (the "**Marks**");

WHEREAS, Assignor is the parent company of Assignee;

WHEREAS Assignee is a successor to that portion of the business of Assignor to which the Marks pertain and such business is ongoing and existing, and

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and acquire, the Marks and the goodwill of the business associated therewith.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the Marks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Marks;

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

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each

of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment 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 Trademark Assignment.


4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

TRIMARK USA, LLC

By:   
Name:  
Title:

AGREED TO AND ACCEPTED:

PROCORE EQUIPMENT, LLC

By:   
Name:  
Title:

**SCHEDULE A**

**Assigned Trademarks**

Trademark Applications

<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>
ProCore	87475212	6/5/2017
ProCore Equipment	87853699	3/28/2018