

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital Distributing, Inc.		10/29/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Ferguson Enterprises, Inc.		
Street Address:	12500 Jefferson Avenue		
City:	Newport News		
State/Country:	VIRGINIA		
Postal Code:	23602		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3394547	CAPITAL DISTRIBUTING	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	angela.martin@akerman.com		
Correspondent Name:	Akerman LLP		
Address Line 1:	777 S. Flagler Dr., Ste 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	0342759		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	11/01/2018		
Total Attachments: 5			
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Trademark Assignment

This Trademark Assignment ("Assignment") is made and entered into as of this 29th day of October, 2018, by and between Capital Distributing, Inc., a Texas corporation ("Assignor"), and Ferguson Enterprises, Inc., a Virginia corporation ("Assignee").

RECITALS

A. Assignor, immediately prior to the Effective Date, was the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, "Assigned Trademarks");

B. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof ("Asset Purchase Agreement"), by and among the Assignor, Assignee, InstallCo, LLC, a Texas limited liability company, and John Michael Davis and Lawrence Burns, pursuant to which, among other things, Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

4. No Impact on Terms of Asset Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Asset Purchase Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the parties) set forth in the Asset Purchase Agreement, this Assignment being intended solely to effect the transfer of the Assigned Trademarks strictly in accordance with the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail and govern.

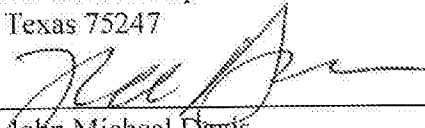
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Intentionally Left Blank—Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

ASSIGNOR:

Capital Distributing, Inc.
2910 N Stemmons Fwy
Dallas, Texas 75247

By: 
Name: John Michael Davis
Title: President

ASSIGNEE:

Ferguson Enterprises, Inc.
12500 Jefferson Ave
Newport News, Virginia 23602

By: _____
Name: Eric A. Gallo
Title: Authorized Signatory

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

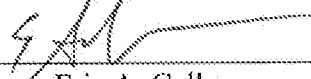
ASSIGNOR:

Capital Distributing, Inc.
2910 N Stemmons Fwy
Dallas, Texas 75247

By: _____
Name: _____
Title: _____

ASSIGNEE:

Ferguson Enterprises, Inc.
12500 Jefferson Ave
Newport News, Virginia 23602

By:  _____
Name: Eric A. Gallo
Title: Authorized Signatory

Schedule 1

Assigned Trademark Applications and Registrations

Mark	App. No. / Filed	Reg. No. / Filed	Goods/Services	Status
CAPITAL DISTRIBUTING	77225016 09-Jul-2007	3394547 11-Mar-2008	Int. Cl. 35 retail stores featuring household appliances, namely, refrigerators, washers and dryers, ranges, ice machines, trash compactors, ovens including microwave, convection, rotisserie, steam, gas, electric, dual fuel, and island ovens, cook tops, hoods and vents, freezers, dishwashers, water filtration systems, disposals, sinks, faucets, outdoor grills, warming drawers, refrigerated wine storage, kitchen backsplashes, appliance trim, coffee makers	Registered; Declaration of use & renewal application due between Mar. 11, 2027 & Mar. 11, 2028

Common Law Assigned Trademarks



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-
- capitaldistributing.com
- capitaldistributing.net
- capitalappliance.com
- dallasappliance.com