

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516785

<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>
Bailey Lumber & Supply Co.		04/01/2019	Corporation: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bailey Lumber & Supply Co. - US LBM, LLC		
<b>Street Address:</b>	1000 Corporate Grove Drive		
<b>City:</b>	Buffalo Grove		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60089		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4216658	PRO-JOIST TE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jgriswold@honigman.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek		
<b>Address Line 1:</b>	c/o Honigman LLP, 39400 Woodward Ave		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5151		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/angela alvarez sujek/		
<b>DATE SIGNED:</b>	04/01/2019		
<b>Total Attachments: 7</b>			
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## **INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (“**Assignment**”), is effective as of April 1, 2019 between Bailey Lumber & Supply Co., a Mississippi corporation (“**Assignor**”), and Bailey Lumber & Supply – US LBM, LLC, a Delaware limited liability company (“**Assignee**”). Assignee and Assignor are referred to herein individually as a “**Party**” and collectively, as the “**Parties**”.

### **RECITALS:**

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement as of the date hereof, whereby Assignor has agreed to sell and contribute the Purchased Assets (as defined in the Agreement) to Assignee and Assignee has agreed to acquire the Purchased Assets (the “**Agreement**”);

WHEREAS, Assignor desires to sell, convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor’s right, title and interest in and to Assignor’s rights that are inherent in or relating to the Purchased Assets; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks, Domains and Copyrights of Assignor associated with the Purchased Assets as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, sells, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade dress, trade names that are used in connection with or included in the Purchased Assets (the “**Marks**”), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in **Exhibit A**, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Domains.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and under the Domains and registrations therefor identified on the attached **Exhibit B** (the “**Domains**”), and any and all related or similar Domains or variations thereof, along with all associated goodwill. Assignor shall perform all acts necessary to effect the re-registration of the Domains from Assignor to Assignee according to each applicable Registrar’s policy, and/or to timely cooperate in affecting any inter-Registrar transfers as requested by Assignee, provided that Assignee will be responsible for all out of pocket expenses of Assignor relating thereto.

3. **Copyrights.** Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to irrevocably assign, convey, sell, grant and transfer to Assignee, and its successors and assigns, all of its right, title and interest of every kind and character, throughout the world, including moral rights, in and to all copyrights of Assignor in works of authorship (whether authored by

Assignor or third parties), including the copyrights in the websites associated with any of the Domains, and in relation to any Purchased Assets, to the full extent of its ownership or interest therein (collectively, the “**Copyrights**”), including as further detailed in **Exhibit C**, along with all other rights corresponding to the foregoing throughout the world.

4. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, Domains and Copyrights or assist any third party in any of the foregoing.

5. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks, Domains and Copyrights and assigned herein.

6. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

7. **Conflict With Agreement.** This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

10. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

11. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:**  
BAILEY LUMBER & SUPPLY CO.

**ASSIGNEE:**  
BAILEY LUMBER & SUPPLY – US LBM, LLC

By: H.C. Bailey ✓  
Name: H.C. Bailey  
Title: CEO


By: \_\_\_\_\_  
Name: Brian Hein  
Title: Vice President and Authorized Signer

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:**  
BAILEY LUMBER & SUPPLY CO.

**ASSIGNEE:**  
BAILEY LUMBER & SUPPLY – US LBM, LLC

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: Brian Hein  
Title: Vice President and Authorized Signer

## EXHIBIT A

### Marks

<b>Country/ Jurisdiction</b>	<b>Mark/Name/AN/RN</b>	<b>Status/Key Dates</b>	<b>Brief Goods/Services</b>	<b>Owner Information</b>
United States (Federal)	PRO-JOIST TE RN: 4216658 SN: 85442188	Registered October 2, 2012 Int'l Class: 19 First Use: September 15, 2011 Filed: October 7, 2011 Registered: October 2, 2012	(Int'l Class: 19) wood joists	Bailey Lumber & Supply Co. (Mississippi Corp.) 1022 Highland Colony Parkway, Suite 300 Ridgeland Mississippi 39157

**EXHIBIT B**

**Domains**

<baileylumber.com>

**EXHIBIT C**

**Copyright**

#	Name (NALL) <	Full Title	Copyright Number	Date
{1}	Bailey Lumber & Home Center.	Bailey Lumber & Home Center : homeowners's catalog.	CSN8067066	1987
{2}	Bailey Lumber & Home Center.	Bailey Lumber & Home Center : homeowners's catalog.	CSN8067066	1986