

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEM Fabrication of North Carolina, Inc.		07/08/2019	Corporation: NORTH CAROLINA
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:	4486377	GEM LOCK	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Lewis Rice LLC		
Address Line 1:	600 Washington Avenue, Suite 2500		
Address Line 2:	Box IP Department		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Chris Volz		
SIGNATURE:	/Chris Volz/		
DATE SIGNED:	07/09/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** is dated July 8, 2019 (this "Agreement"), by and between GEM Fabrication of North Carolina, Inc., a North Carolina corporation (the "Assignor"), and Core & Main LP, a Florida limited partnership (the "Assignee").

WHEREAS, the Assignor, the Assignee and certain other parties have entered into that certain Asset Purchase Agreement, dated as of May 1, 2019 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement contemplates that the Assignor will sell, assign, transfer, convey and deliver to the Assignee all of the Assignor's right, title, and interest in, to and under, all of the Intellectual Property Assets; and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Trademark. The Assignor, for the consideration specified in the Purchase Agreement, does hereby grant, bargain, transfer, sell, assign, convey and deliver to Assignee, its successors and assigns, all of Assignor's right, title, and interest in, to and under, all of the following, wherever located, to have and to hold forever:

- a. the trademark set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the "Trademark"), together with the goodwill connected with the use of, and symbolized by, the Trademark;
- b. all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d. any and all rights to Actions of any nature available to or being pursued by the Assignor to the extent related to the foregoing for the period after the date hereof except to the extent relating to or arising out of any Excluded Asset or Excluded Liability, 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. 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 jurisdiction, to record and register this Agreement upon request by the Assignee.

3. Other Agreements. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Agreement and any and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

5. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be duly signed as of the date first above written.

ASSIGNOR:

GEM FABRICATION OF NORTH CAROLINA, INC.

By: _____
Name: ROBERT MOSS
Title: PRESIDENT

ASSIGNEE:

CORE & MAIN LP

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be duly signed as of the date first above written.

ASSIGNOR:

GEM FABRICATION OF NORTH CAROLINA, INC.

By: _____

Name:

Title:

ASSIGNEE:

CORE & MAIN LP

By:  _____

Name: Steve LeClair

Title: Chief Executive Officer

[Trademark Assignment Agreement]

TRADEMARK
REEL: 006688 FRAME: 0917

SCHEDULE I

Trademark

Serial No.	Registration No.	Mark
85895563	4486377	Gem Lock