

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Drake Group L.L.C.		04/01/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Affiliated Independent Distributors, Inc.		
Street Address:	500 E. Swedesford Road		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4447045	GYPSUM TODAY	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<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:	212-398-5298		
Email:	callie.pioli@dentons.com		
Correspondent Name:	Callie L. Pioli		
Address Line 1:	22 Little West 12th Street		
Address Line 4:	New York, NEW YORK 10014		
ATTORNEY DOCKET NUMBER:	15262716-000016		
NAME OF SUBMITTER:	Callie L. Pioli		
SIGNATURE:	/Callie L Pioli/		
DATE SIGNED:	07/22/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, The Drake Group L.L.C., having a place of business at c/o The Colony Group, 7475 Wisconsin Ave, Suite 600, Bethesda, MD 20814 (the "Assignor"), has developed certain Intellectual Property (as such term is defined herein), including trademark rights; and

WHEREAS, it is the intention of Assignor, and Affiliated Independent Distributors, Inc., having a place of business at 500 E Swedesford Road, Wayne, PA 19087 ("Assignee"), that Assignee own the entire right, title and interest in and to the Intellectual Property, including all U.S. trademark rights therein related to the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Assignor confirms its assignment, transfer, grant and conveyance to, and agrees to and hereby does assign, sell, transfer, grant, and convey to Assignee, its successors and assigns all of Assignor's worldwide rights, title and interest and benefit in and to the Intellectual Property, including, without limitation, all of its worldwide rights, title, interest and benefit in and to its trademark rights therein under the trademark laws of the United States and all foreign countries for the full term or terms thereof (and including all rights accruing by reason of trademark treaties and conventions) including, but not limited to, any renewals, extensions or revisions thereof now or hereafter provided by law, and all rights to make applications for and receive trademark/service mark registrations therefor, insofar as any trademark right in the Intellectual Property or any part thereof is not considered to vest in or be owned by Assignee by operation of law; and including, without limitation, the goodwill of the business in connection with which each of the trademarks/service marks is used and which is symbolized by each of the trademarks/service marks; and including, without limitation, for the foregoing, the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present and/or future infringement thereof; and for the foregoing, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such rights, title and interest, if any, would have been held and enjoyed by Assignor if this Assignment had not been made.

For purposes of this Assignment, the term "Intellectual Property" means:

1. EDI Hub and all related Intellectual Property;
2. U.S. Trademark "GYPSUM TODAY", Reg. No. 4,447,045;
3. Web domain "TheDrakeGroupLLC.org", registrar godaddy.com, created 2002-10-18, expires 2019-10-18;
4. Web domain "GypsumToday.com", registrar Building Online;
5. Email address robb.ruqq@thedrakegroupllc.org;
6. Email address ken.bartholomew@thedrakegroupllc.org;
7. GypsumToday Twitter account (twitter.com/GypsumToday);

and all intellectual property right relating to each of the foregoing.

Assignor authorizes and requests the United States Patent and Trademark Office and/or head of any foreign patent office to issue all trademark registrations which may issue on an application for any trademark representing the Intellectual Property, as the case may be, to Assignee, its successors and assigns, and where no use has been made of the trademark, after

an statement of use has been filed with respect to such trademark, in accordance with this Assignment.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance will be made or entered into which would conflict with this assignment and sale.

Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said applications, and said Intellectual Property as may be known and accessible to Assignor, and Assignor will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver, or cause to be executed and delivered, to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, defend and enforce said Intellectual Property which may be necessary or desirable to carry out the purposes hereof. Assignor agrees to not act adversely to Assignee or Assignee's interests or adverse to any Intellectual Property assigned hereunder in any administrative proceeding, including any U.S. Patent and Trademark Office proceedings relating to any of the assigned Intellectual Property.

To the extent that Assignor is incapable or unwilling to execute any assignment required hereunder, Assignor hereby grants Assignee a power of attorney, coupled with an interest, to sign and execute any and all documents on Assignor's behalf to effect such assignment and transfer of rights to Assignee.

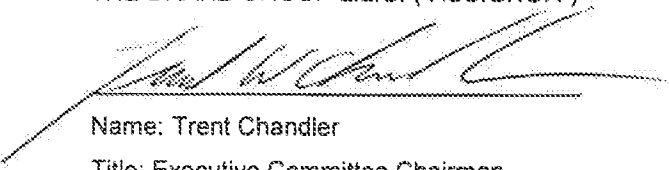
Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the choice of laws rules of such Commonwealth.

Counterparts. This Assignment may be executed, via facsimile or otherwise, in one or more counterparts that in the aggregate shall comprise one Assignment.

[signatures on following page]

In witness whereof, the Assignor and Assignee have caused to be executed this instrument effective as of this 1st day of April, 2019.

THE DRAKE GROUP L.L.C. ("ASSIGNOR")



Name: Trent Chandler

Title: Executive Committee Chairman

AFFILIATED INDEPENDENT DISTRIBUTORS, INC. ("ASSIGNEE")

Name: Drew Moyer

Title: Chief Financial Officer

In witness whereof, the Assignor and Assignee have caused to be executed this instrument effective as of this 1st day of April, 2019.

THE DRAKE GROUP L.L.C. ("ASSIGNOR")

Name: Trent Chandler

Title: Executive Committee Chairman

AFFILIATED INDEPENDENT DISTRIBUTORS, INC. ("ASSIGNEE")



Name: Drew Moyer

Title: Chief Financial Officer