

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rencor Controls, Inc.		03/16/2020	Corporation: NEW YORK
Rotex Controls, Inc.		03/16/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Ferguson Enterprises, LLC		
Street Address:	12500 Jefferson Avenue		
City:	Newport News		
State/Country:	VIRGINIA		
Postal Code:	23602		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88533696	COBRA	
Serial Number:	88533686		
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:	5616535000		
Email:	ip@akerman.com, 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:	11750-3 & 11750-4 0360199		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	03/23/2020		
Total Attachments: 5			
source=09 - Rencor - Trademark Assignment (002)#page1.tif			
source=09 - Rencor - Trademark Assignment (002)#page2.tif			
source=09 - Rencor - Trademark Assignment (002)#page3.tif			

CH \$65.00 88533696

source=09 - Rencor - Trademark Assignment (002)#page4.tif

source=09 - Rencor - Trademark Assignment (002)#page5.tif

Trademark Assignment

This Trademark Assignment ("Assignment") is made and entered into as of this 16th day of March, 2020, by and among Rencor Controls, Inc. , a New York corporation ("Rencor"), Rotex Controls, Inc., a New York corporation (together with Rencor, the "Assignor"), and Ferguson Enterprises, LLC, a Virginia limited liability company ("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 and Patrick Herlihy, 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.

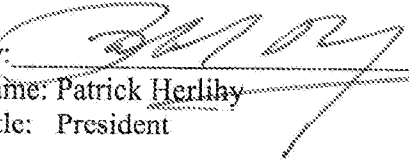
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format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

[Intentionally Left Blank—Signature Page Follows]

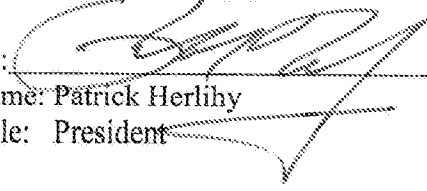
IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

ASSIGNOR:

Rencor Controls, Inc.
21 Sullivan Parkway
Fort Edward, NY 12828

By: 
Name: Patrick Herlihy
Title: President

Rotex Controls, Inc.
21 Sullivan Parkway
Fort Edward, NY 12828

By: 
Name: Patrick Herlihy
Title: President

ASSIGNEE:

Ferguson Enterprises, LLC
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:

Rencor Controls, Inc.
21 Sullivan Parkway
Fort Edward, NY 12828

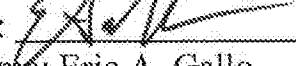
By: _____
Name: Patrick Herlihy
Title: President

Rotex Controls, Inc.
21 Sullivan Parkway
Fort Edward, NY 12828

By: _____
Name: Patrick Herlihy
Title: President

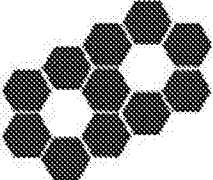
ASSIGNEE:

Ferguson Enterprises, LLC
12500 Jefferson Ave
Newport News, Virginia 23602

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

Schedule 1

Trademark Applications and Registrations

Mark	App. No/ Date	Reg. No. / Date / Basis	Goods/Services
COBRA	88533696 July 24, 2019	n/a 1(a)	IC 9: Electric current switches used for position indication of industrial quarter-turn ball, butterfly, plug, or damper valves; Electrical switches used for position indication of industrial quarter-turn ball, butterfly, plug, or damper valves.
	88533686 July 24, 2019	n/a 1(a)	IC 7: Industrial valves, namely, ball valves, butterfly valves, and solenoid valves; Industrial valve automation products, namely, valve actuators, limit switches, solenoid valves, positioners, filter regulators, speed controls, pilot valves, mounting hardware, tubing, and relief valves.

Common Law Assigned Trademarks

1. RENCOR
2. RENCOR CONTROLS

