

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harvey Industries, LLC		04/23/2020	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Harvey Distribution, LLC		
Street Address:	2221 Edward Holland Drive		
Internal Address:	Suite 300		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5788818	EMERSON	
Registration Number:	4654392	PRO BUCKS	
Registration Number:	4654388	PROBUCKS	
Registration Number:	4893141	CLIMATE DEFENSE SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	26746-5		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	05/01/2020		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”), dated as of April 23, 2020, is made by and between Harvey Industries, LLC, a Massachusetts limited liability company (formerly, Harvey Industries, Inc., a Massachusetts corporation) (“Assignor”), and Harvey Distribution, LLC, a Delaware limited liability company (“Assignee”). Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Harvey Holdings, LLC, a Delaware limited liability company (“Seller”), Harvey Parent Corporation, a Delaware corporation (the “Company”), each of whom are indirect parent companies of Assignor and Assignee, and Lansing Building Products LLC, a Virginia limited liability company (“Purchaser”), are parties to that certain Share Purchase Agreement, dated as of March 6, 2020 (the “Purchase Agreement”), pursuant to which, upon the terms and subject to the conditions thereof, Purchaser has agreed to acquire the Distribution Business through its acquisition of the Shares of the Company from Seller;

WHEREAS, in furtherance of the foregoing, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, the entire right, title and interest in and to (including without limitation all common law rights therein) the trademark registrations set forth on Schedule A attached hereto (collectively, the “Trademarks”); and

WHEREAS, Assignor is the owner of the Trademarks.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows.

1. **Assignment**. Assignor hereby sells, conveys, transfers, and assigns to Assignee, its successors, assigns, and legal representatives Assignor’s entire right, title, and interest in and to (i) the Trademarks, together with the goodwill and that portion of such Assignor’s business connected with the use of and symbolized by the Trademarks, (ii) all causes of action, either in law or in equity, for past, present or future infringement or other unauthorized use based on any of the foregoing, (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to any of the foregoing, with the right to sue for and collect the same, and (iv) all rights corresponding to any of the foregoing throughout the world, and all rights embraced therein. The rights in each of (i) through (iv) inclusive are for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. **Authorization**. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office of the United States, and the corresponding entity or agency in any other applicable jurisdiction, to record Assignee as assignee and owner of the Trademarks.
3. **No Amendment of the Purchase Agreement**. Nothing contained in this Agreement shall be deemed to modify, limit, extend or amend any of the rights or obligations of any party

under the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and remain in full force and effect.


4. Entire Agreement & Further Assurances. This Assignment, any Schedules attached hereto, and the Purchase Agreement, and the other agreements, certificates, and other documents contemplated hereby and thereby constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof, and supersede all other understandings and negotiations with respect thereto. The parties hereto expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Assignment or the Purchase Agreement. Each party hereto shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Assignment and the consummation of the transactions contemplated hereby.
5. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

* * *

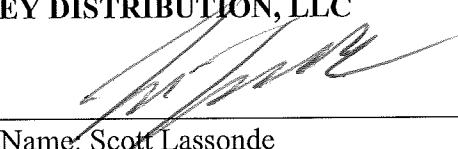
[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.


HARVEY INDUSTRIES, LLC

By: 
Name: Scott Lassonde
Title: Chief Financial Officer

HARVEY DISTRIBUTION, LLC

By: 
Name: Scott Lassonde
Title: Chief Financial Officer

SCHEDULE A

Mark	Reg / Serial No.	Goods / Services
EMERSON	5,788,818 87/785,615	19: building materials, namely, vinyl siding panels
	4,654,392 86/222,835	35: Administration of a customer loyalty program which provides discounts on purchases if customers meet minimum purchase requirements
PROBUCKS	4,654,388 86/220,396	35: Administration of a customer loyalty program which provides discounts on purchases if customers meet minimum purchase requirements
CLIMATE DEFENSE SYSTEM	4,893,141 86/705,330	19: building materials, namely, non-metal window and door flashing, and nonwoven textile fabric for use in construction and as a house wrap

Schedule A to Trademark Assignment