

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Master Distribution LLC		08/17/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	AFC Industries, Inc.		
Street Address:	3795 Port Union Road		
City:	Fairfield		
State/Country:	OHIO		
Postal Code:	45014		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5916468	MASTER STRUT	
CORRESPONDENCE DATA			
Fax Number:	4122091845		
<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:	4122974900		
Email:	iptrademark.dcg@dentons.com		
Correspondent Name:	Dentons Cohen & Grigsby P.C.		
Address Line 1:	625 Liberty Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152		
ATTORNEY DOCKET NUMBER:	23077.0032		
NAME OF SUBMITTER:	Michael E. Dukes		
SIGNATURE:	/michael e. dukes/		
DATE SIGNED:	08/17/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**"), effective as of August 17, 2020, is made by MASTER DISTRIBUTION LLC, an Ohio limited liability company, having a principal address of 1645 Industrial Parkway South, Brunswick, Medina County, Ohio 44212 ("**Assignor**") and AFC INDUSTRIES, INC., an Ohio corporation, having a principal address of 3795 Port Union Road, Fairfield, OH 45014 ("**Assignee**").

WHEREAS, Assignor is the owner of certain trademarks; and

WHEREAS, Assignee has entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "**APA**"), with Assignor and the other parties thereto, whereby Assignor has sold, assigned, transferred, delivered and conveyed to Assignee, among other assets, certain intellectual property (including trademarks) of Assignor, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, delivers and conveys to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"):

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, such trademark registrations;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. 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 jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or

other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the APA. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the APA. The representations, warranties, covenants, agreements, and indemnities contained in the APA 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 APA and the terms of this Assignment, the terms of the APA shall govern.

4. Counterparts. This Assignment 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 Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR

MASTER DISTRIBUTION LLC

By: Warren R. Tucky
Name: Warren R. Tucky
Title: President

ASSIGNEE

AFC INDUSTRIES, INC.

By: _____
Name: Kevin Godin
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR

MASTER DISTRIBUTION LLC

By: _____

Name: Warren R. Tucky

Title: President

ASSIGNEE

AFC INDUSTRIES, INC.

By:  _____

Name: Kevin Godin

Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Reg. Date
MASTER STRUT	United States	5916468	November 19, 2019