

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HDS IP Holding, LLC		10/08/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	White Cap Supply Holdings, Inc.		
Street Address:	6250 Brook Hollow Parkway		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30071		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5400968	BRIGADE	
Registration Number:	3865925	BRIGADE	
Registration Number:	2901054	PANEL-PRO TILT-UP ESTIMATING SOFTWARE	
Registration Number:	4709330	SPEEDBUILD	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853155		
Email:	austin.padgett@troutmansanders.com		
Correspondent Name:	Austin Padgett		
Address Line 1:	600 Peachtree St. NE		
Address Line 2:	Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	____.____ WhiteCap Assign		
NAME OF SUBMITTER:	Austin Padgett		
SIGNATURE:	/Austin Padgett/		
DATE SIGNED:	11/04/2020		
Total Attachments: 9			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), is entered into and effective as of the 8th day of October, 2020, by and between HDS IP Holding, LLC, a Nevada limited liability company ("Assignor"), and White Cap Supply Holdings, Inc., a Delaware corporation ("Assignee").

A. Assignor is a wholly-owned subsidiary of HD Supply, Inc., a Delaware corporation ("HDS").

B. HDS and AppleCaramel Buyer, LLC, a Delaware limited liability company, are parties to that certain Transaction Agreement, dated August 10, 2020 (the "Transaction Agreement"), pursuant to which HDS has agreed to cause the Additional Transferred Assets to be transferred to an Acquired Company prior to the Closing, as described therein.

C. Pursuant to the Transaction Agreement, Assignor desires to assign to Assignee the Transferred Trademarks (as defined below), which constitute certain of the Additional Transferred Assets described therein.

D. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Transaction Agreement.

For good and valuable consideration of which receipt is acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. Effective as of the date hereof, Assignor hereby conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the trademark registrations and trademark applications set forth on Schedule 1 hereto (such trademarks registrations and trademark applications, the "Transferred Trademarks"), including (i) any and all goodwill associated therewith, (ii) all common law rights therein to the extent permitted under applicable law, (iii) all rights therein provided by international treaties or conventions, (iv) all reissues, extensions and renewals of any of the foregoing and (v) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

2. Assignor hereby authorizes Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to record and issue any and all trademark registrations and trademark applications included in the Transferred Trademarks to and in the name of Assignee.

3. The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the

purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

4. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their successors and assigns. This Agreement is not intended to, and shall not be construed to, confer upon any person, other than Assignor and Assignee, any rights or remedies hereunder.

5. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

6. This Agreement may be amended, modified or supplemented at any time only by written agreement of the parties hereto.

7. This Agreement is subject to the terms and conditions of the Transaction Agreement, and to the extent that any provision of this Agreement conflicts or is inconsistent with any term or condition of the Transaction Agreement, the Transaction Agreement will control. This Agreement shall not be deemed to substitute, supersede, modify, add to, amend, limit, enlarge or extinguish any obligations or rights under the Transaction Agreement of the parties thereto, all of which obligations shall survive the delivery of this Agreement in accordance with the terms of the Transaction Agreement.

8. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Agreement.

9. All notices and other communications under or by reason of this Agreement will be in writing and will be deemed to have been duly given or made (a) when personally delivered, (b) upon delivery by overnight courier service, or (c) when delivered by e-mail (receipt confirmed), in each case to the addresses and attention parties indicated below (or such other address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section 8):

If to Assignor, to:

HDS IP Holding, LLC
c/o HD Supply, Inc.
3400 Cumberland Boulevard
Atlanta, GA 30339
Attention: General Counsel
Email: Dan.McDevitt@hdsupply.com
James.Brumsey@hdsupply.com

If to Assignee, to:

White Cap Supply Holdings, Inc.
6250 Brook Hollow Parkway
Norcross, GA 30071
Attention: General Counsel
Email: Susan.Stucker@whitecap.com

with a copy (which will not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Paul S. Bird
Christopher Anthony
Email: psbird@debevoise.com
canthony@debevoise.com

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

HDS IP HOLDING, LLC

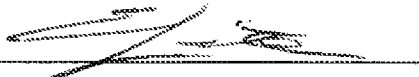
By: 

Name: **Evan J. Levitt**

Title: **Vice President**

ASSIGNEE:

WHITE CAP SUPPLY HOLDINGS, INC.

By: 

Name: **Evan J. Levitt**

Title: **Vice President and
Chief Financial Officer**

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 007095 FRAME: 0122

Schedule 1
Transferred Trademarks

TM / AN / RN Disclaimer	Jurisdiction	Status / Key Dates	Full Goods / Services	Owner
<u>BRIGADE</u> AN: 16072630A RN: 16072630A	China	Registered Filed: 1/4/2015 Registered: 6/21/2016	06 - gratings of metal; fittings of metal for building; insect screens of metal; nails; screws of metal; tacks [nails]; bolts of metal; washers of metal; box fasteners of metal; nuts of metal; shims; door fittings of metal; bars (latch -) of metal; bins of metal, 07 - air condenser , Compressors [machines] , door openers; Hydraulic 09 - Wires, electric , Identification threads for electric wires , Electricity mains (Material for -) [wires, cables] , Circuit breakers , Switches, electric , Covers for electric outlets , Wire connectors [electricity] , Lighting ballasts , Conductors (Lightning -) , Gloves for protection against accidents , Ear plugs for divers 11 - heaters for heating irons	HDS IP Holding, LLC
<u>BRIGADE</u> AN: 87/535,895 RN: 5,400,968	United States	Registered Filed: 7/20/2017 Registered: 2/13/2018	08 - Caulk guns; displacement pump sprayers attached to a garden hose for spraying liquid herbicides, pesticides, fertilizers and insecticides; hand tools, namely, sockets, pliers, screwdrivers, nutdrivers, hammers, hole saws, knives, nail pullers, bolt cutters, and tool belts; and trowels and hand operated lawn edgers 09 - Ground fault circuit interrupters; safety products, namely, protective gloves; protective eyewear, and ear plugs not for medical purposes; lightning rods; lighting ballasts and lighting ballast kits comprising ballast, igniter, capacitor and mounting hardware; data cables; extension cords; power cords; electrical	HDS IP Holding, LLC

TM / AN / RN Disclaimer	Jurisdiction	Status / Key Dates	Full Goods / Services	Owner
			<p>pressure switches; thermostats; and wiring devices, namely, switches and outlets; replacement batteries for emergency lighting fixtures and signs; electrical adapters</p> <p>11 - Compact light bulbs; lights for use in illuminating signs and displays, namely, emergency exit lights and emergency lighting comprised of light fixtures and emergency signs; exterior lights; electric fans; plumbing fittings, namely, toilets and parts therefor, sinks, faucet repair parts, namely, aerators for faucets, water supply valves for water flow control, tub and sink drains; pipes being parts of sanitary facilities, namely, waste piping for sinks and toilets; plumbing fittings, namely, water heater connectors, portable air conditioning units; tub spouts and tub parts, namely, tub waste; household stovetop drip pans and drip bowls for cooking ranges; LED lighting fixtures for indoor and outdoor lighting applications; LED flood lights and LED work lights for construction settings</p> <p>19 - Cement mixes; fiber expansion board, namely, for use in concrete and masonry joints to compensate for contraction and expansion caused by temperature change; granite slabs; non-metal decorative moldings and decorative trim for use in building construction; plyform, namely, exterior type plywood for use in concrete forming and plywood; nonmetal fences, namely, silt fences; sand bags; nonmetal safety fences; nonmetal screed keys used in concrete forming, stakes used in concrete forming; gravel</p> <p>21 - Brooms and scrubbing brushes; plastic or rubber buckets for miscellaneous use on construction job sites; faucet repair parts, namely, drain stoppers for sinks and drains; Glass granules used as sweeping compounds for chemical and other spills</p>	

TM / AN / RN Disclaimer	Jurisdiction	Status / Key Dates	Full Goods / Services	Owner
<u>BRIGADE & Design</u> AN: 77/980,235 RN: 3,865,925	United States	Registered Filed: 8/20/2007 Registered: 10/19/2010	26 - Snap fasteners, snap fastening ties 003 - Janitorial cleaning supplies for sale to facilities management professionals, namely, those in the multi-family, hospitality, healthcare and institutional industries, namely, all purpose cleaners and degreasers 006 - Metal hardware, namely, anchor bolts, brass door fittings, fasteners, namely, screws, bolts, washers, gaskets, hinges, nails, and nail plates; tack strips for laying carpet; metal drains and pipes; metal pipe fittings; metal pipe connectors; metal channel struts; metal door locksets; metal kick plates and strike plates; metal key blanks; low pressure manually operated metal valves; mailbox locks; metal shims; metal boxes; rod chairs, namely, wire supports used in concrete forming; metal pipe couplings and joints; metal pipe fittings; brass tubing; HVAC equipment, namely, metal register covers and grilles; staples for use in building and construction; steel conduits; steel stakes; treaded metal rods; metal wire nuts; and metal wire screen rolls; cast iron soil pipes; tie wire; metal snap ties; metal faucet repair parts, namely, screws, handles, stems; flexible supply lines, namely, metal hoses for use with lavatories, toilets, dishwashers and washing machines 007 - Condensing units for HVAC systems, namely, air condensers; air compressors; garbage disposals and parts therefor; hydraulic door closers; power saw blades; power drill bits; mortar mixers; epoxy mixers 008 - Caulk guns; displacement pump sprayers attached to a garden hose for spraying liquid herbicides, pesticides, fertilizers and insecticides; hand tools, namely, sockets, pliers, screwdrivers, nutdrivers, hammers, hole saws, knives, nail	HDS IP Holding, LLC

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			<p>pullers, bolt cutters, and tool belts; and trowels and hand operated lawn edgers</p> <p>009 - Ground fault circuit interrupters; safety products, namely, protective gloves; protective eyewear, and ear plugs not for medical purposes; lightning rods; lighting ballasts and lighting ballast kits comprising ballast, igniter, capacitor and mounting hardware; data cables; extension cords; power cords; electrical pressure switches; thermostats; and wiring devices, namely, switches and outlets; replacement batteries for emergency lighting fixtures and signs</p> <p>011 - Compact fluorescent light bulbs; lights for use in illuminating signs and displays, namely, emergency exit lights and emergency lighting comprised of light fixtures and emergency signs; exterior fluorescent lights; electric fans; plumbing fittings, namely, toilets and parts therefor, sinks, faucet repair parts, namely, aerators for faucets, water supply valves for water flow control, tub and sink drains; pipes being parts of sanitary facilities, namely, waste piping for sinks and toilets; plumbing fittings, namely, water heater connectors, portable air conditioning units; tub spouts and tub parts, namely, tub waste; household stovetop drip pans and drip bowls for cooking ranges</p> <p>012 - Wheelbarrows</p> <p>017 - Flexible supply lines, namely, non-metal hoses for use with lavatories, toilets, dishwashers and washing machines; insulation pipe, namely, pipe insulation for facility plumbing pipes; rubber flanges; rubber gaskets for pipes; weatherstripping; plastic pipe covers; curing blankets for use in concrete forming; rubber faucet repair parts, namely, washers, gaskets, washers of rubber, o-rings</p>	

TM / AN / RN Disclaimer	Jurisdiction	Status / Key Dates	Full Goods / Services	Owner
			<p>019 - Cement mixes; fiber expansion board, namely, for use in concrete and masonry joints to compensate for contraction and expansion caused by temperature change; granite slabs; non-metal decorative moldings and decorative trim for use in building construction; plyform, namely, exterior type plywood for use in concrete forming and plywood; nonmetal fences, namely, silt fences; sand bags; nonmetal safety fences; nonmetal screed keys used in concrete forming, stakes used in concrete forming</p> <p>021 - Brooms and scrubbing brushes; plastic or rubber buckets for miscellaneous use on construction job sites; faucet repair parts, namely, drain stoppers for sinks and drains</p>	
<p>PANEL-PRO TILT- <u>UP ESTIMATING SOFTWARE & Design</u> AN: 76/353,898 RN: 2,901,054</p>	United States	<p>Registered Filed: 12/18/2001 Registered: 11/9/2004</p>	<p>09 - Computer software for generating estimations related to construction of commercial, industrial and residential buildings using concrete tilt-up components.</p>	HDS IP Holding, LLC
<p><u>SPEEDBUILD</u> AN: 86/160,304 RN: 4,709,330</p>	United States	<p>Registered Filed: 1/8/2014 Registered: 3/24/2015</p>	<p>09 - Downloadable software for enabling users to browse, gather information of, submit orders and purchase construction material</p>	HDS IP Holding, LLC