

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM667052

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900635581		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
White Cap Supply Holdings, LLC		06/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Home Depot Product Authority, LLC		
Street Address:	2455 Paces Ferry Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90241596	CONTRACTORS' WAREHOUSE	
Serial Number:	90241585	CONTRACTORS' WAREHOUSE	
Serial Number:	90240661	CONTRACTORS' WAREHOUSE	
Serial Number:	90241593		
Serial Number:	90241590		
Serial Number:	90241582	BUILDING STARTS HERE	
CORRESPONDENCE DATA			
Fax Number:	5124572100		
<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:	5124572018		
Email:	aotrademark@kslaw.com		
Correspondent Name:	Richard J. Groos		
Address Line 1:	500 West 2nd Street, Suite 1800		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Richard J. Groos		
SIGNATURE:	/Richard J. Groos/		
DATE SIGNED:	08/12/2021		

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment”) is made and entered into as of June 28, 2021 (the “Effective Date”) by and between White Cap Supply Holdings, LLC, a Delaware limited liability company (“Assignor”), and Home Depot Product Authority, LLC, a Georgia limited liability company (“Assignee”). Assignor and Assignee are referred to herein collectively as the “Parties” and individually as a “Party.” Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Membership Interest Purchase Agreement, dated as of April 30, 2021, by and among Assignor, Contractors’ Warehouse, LLC, a Delaware limited liability company (f/k/a HD Supply Repair & Remodel, LLC), and Assignee’s Affiliate, Home Depot U.S.A., Inc., a Delaware corporation (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, Seller’s entire worldwide right, title, and interest in, to and under all Intellectual Property included in the Owned Intellectual Property, including the Company Marks set forth on Exhibit A and registrations for the Internet domain names (“Domain Names”) set forth on Exhibit B (collectively, the “Assigned IP”); and

WHEREAS, the execution and delivery of this Assignment is contemplated by Sections 3.2(a)(v) and 3.2(b)(iii) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s entire worldwide right, title and interest in and to the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Filing and Recordation. The Parties agree that Assignee may promptly file and record this Assignment, or the equivalent of this Assignment to the extent required with the United States Patent and Trademark Office, or any corresponding foreign offices worldwide as necessary to record Assignee as the assignee and owner of the Assigned IP.
3. Domain Name Transfer. The Parties agree that Assignor will take commercially reasonable efforts to perform all affirmative acts which may be reasonably necessary or desirable to implement and perfect the above-described transfer of rights and to secure transfer of the registrations of the

Domain Names before the registrars of same as well as to reasonably cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Domain Names, and Assignor hereby agrees to follow Assignee's reasonable instructions in order to effectuate the transfer of the registrations for the Domain Names in a timely manner. Specifically, but without limiting the generality of the immediately preceding sentence, upon Assignee's reasonable request, Assignor agrees to prepare and transmit the necessary Registrant Name Change Agreements (RNCAs) or other written authorizations and/or instructions and/or to correspond with the applicable registrars to instruct and authorize transfer of the Domain Names, including by providing to Assignee, to the extent available to or accessible by Assignor, a functioning user name and password, or issuing, to the extent available to or accessible by Assignor, corresponding transfer codes, sufficient for Assignee to immediately begin to administer the registrations for the Domain Names, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Domain Names. For the avoidance of doubt, Assignee acknowledges and agrees that Assignor's ability to effectuate the transfer of the registrations for the Domain Names with the applicable registrars pursuant to this Section 3 is necessarily limited by the fact that neither Assignor nor its Affiliates control the registrar account(s) associated with the Domain Names; such registrar account(s) being controlled by Affiliates of Assignee.

4. Severability. The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment, or the application thereof to any Person or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid or enforceable, such provision and (b) the remainder of this Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.
5. Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to rules governing the conflict of Laws or any choice or conflict of Law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than those of the State of Delaware. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the Chancery Court of the State of Delaware, provided, that if (and only after) such courts determine that they lack subject matter jurisdiction over any such legal action, suit or proceeding, such legal action, suit or proceeding shall be brought in the Chosen Courts for any litigation arising out of or relating to this Assignment or the negotiation, validity or performance of this Assignment (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the Chosen Courts and agrees not to plead or claim in any Chosen Court that such litigation brought therein has been brought in an inconvenient forum.
6. Waiver of Jury Trial. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE NEGOTIATION, VALIDITY OR PERFORMANCE OF THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.


7. Entire Agreement. This Assignment and the Purchase Agreement, including the exhibits and schedules attached hereto and thereto, constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the Parties hereto with respect to the subject matter hereof.
8. Successors. This Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns.
9. Headings. The division into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Assignment.
10. Counterparts. This Assignment may be executed and delivered (including by .pdf or similar electronic transmission) by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered by a duly authorized representative of each of the Parties as of the date first written above.

ASSIGNOR:

**WHITE CAP SUPPLY HOLDINGS,
LLC**

By: 
Name: John A. Stegeman
Title: Chief Executive Officer

ASSIGNEE:

**HOME DEPOT PRODUCT
AUTHORITY, LLC**

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered by a duly authorized representative of each of the Parties as of the date first written above.

ASSIGNOR:

**WHITE CAP SUPPLY HOLDINGS,
LLC**

By: _____
Name:
Title:

ASSIGNEE:

**HOME DEPOT PRODUCT
AUTHORITY, LLC**

By: Peter J. Muniz
Name: Peter J. Muniz
Title: Vice President

EXHIBIT A

ASSIGNED IP - COMPANY MARKS

Trademarks:



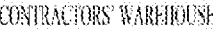


<u>Mark</u>	<u>Registration /Application Date</u>	<u>Status</u>	<u>Registration /Application Number</u>	<u>Jurisdiction</u>	<u>Owner/Applicant</u>
	10/8/2020	Pending	90241596	United States	White Cap Supply Holdings, LLC
	10/8/2020	Pending	90241585	United States	White Cap Supply Holdings, LLC
	10/7/2020	Pending	90240661	United States	White Cap Supply Holdings, LLC
	10/8/2020	Pending	90241593	United States	White Cap Supply Holdings, LLC
	10/8/2020	Pending	90241590	United States	White Cap Supply Holdings, LLC
BUILDING STARTS HERE	10/8/2020	Pending	90241582	United States	White Cap Supply Holdings, LLC

EXHIBIT B

ASSIGNED IP – DOMAIN NAMES

Domain Names:

1. Contractorswarehouse.com
2. Contractorsourceonline.com
3. Hdsupplyhis.com
4. Hdsupplyrepairandremodel.com