

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tri-Supply & Equipment, Inc.		09/01/2021	Corporation:
RECEIVING PARTY DATA			
Name:	White Cap, L.P.		
Street Address:	6250 BROOK HOLLOW PARKWAY		
City:	NORCROSS		
State/Country:	GEORGIA		
Postal Code:	30071		
Entity Type:	Limited Partnership: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6248387	TRI SUPPLY & EQUIPMENT	
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@troutman.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:	258269.____ Tri-Supply		
NAME OF SUBMITTER:	Austin Padgett		
SIGNATURE:	/Austin Padgett/		
DATE SIGNED:	12/07/2021		
Total Attachments: 5			
source=Tri-Supply - Trademark IP Assignment Agreement - Executed_1#page1.tif			
source=Tri-Supply - Trademark IP Assignment Agreement - Executed_1#page2.tif			
source=Tri-Supply - Trademark IP Assignment Agreement - Executed_1#page3.tif			
source=Tri-Supply - Trademark IP Assignment Agreement - Executed_1#page4.tif			

CH \$40.00 6248387

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of September 1, 2021, (this “Trademark Assignment Agreement”) by and between White Cap, L.P., a Florida limited partnership (“White Cap”), and Tri-Supply & Equipment, Inc., a Delaware corporation (the “Company”), is effective as of the Closing Date.

WHEREAS, White Cap and Company have entered into an Asset Purchase Agreement dated as of July 20, 2021 (the “Purchase Agreement”), providing for, among other things, the purchase by White Cap of the Purchased Assets from the Company and the assumption of the Assumed Liabilities as described in the Purchase Agreement;

WHEREAS, the Company is the sole and exclusive owner of all right, title and interests in and to the trademark and its registration listed on Schedule A hereto (collectively, the “Mark”); and

WHEREAS, White Cap, pursuant to the Purchase Agreement, is acquiring all rights, title and interests in and to the Mark and the associated goodwill established by the Company’s use of the Mark effective as of the Closing.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties do hereby agree as follows:

1. The Company hereby irrevocably sells, assigns, transfers and sets over to White Cap, its successors and permitted assigns, without reservation, all right, title and interest in and to the Mark and the associated usage and goodwill.

2. The Company further assigns to White Cap the right to assert the Mark and to collect for all royalties, fees and other income and all proceeds to past, present and future infringements, and all rights corresponding thereto for the Mark.

3. The Company hereby agrees to execute and deliver all papers, instruments, and assignments, and to perform any other reasonable acts White Cap may require in order to assist in the registration and protection of the Mark and to secure and to protect the assignments set forth in this Trademark Assignment Agreement, including, without limitation, the execution and delivery of any reasonably necessary documentation and the provision of reasonable cooperation as to any matters set forth in Section 2.

4. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and provisions of this Trademark Assignment Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

5. This Trademark Assignment Agreement may be executed in counterparts (including by means of electronic (.pdf format) signature pages), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

6. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS TRADEMARK ASSIGNMENT AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ITS "CONFLICT OF LAWS" RULES.

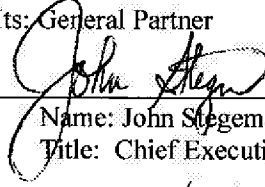
7. This Trademark Assignment Agreement is effective as of the date hereof and shall be binding upon the parties hereto, their successors and permitted assigns, and all others acting by, through, with or under their direction, and all those in privity with them.

[Execution Page to Follow]

WHITE CAP, L.P.

By: Construction Supply Holdings, LLC,
a Delaware limited liability company

Its: General Partner



Name: John Stegeman
Title: Chief Executive Officer

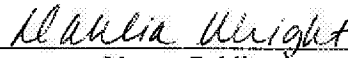
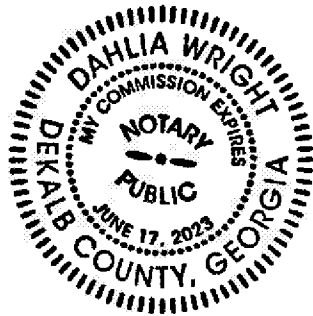
Date: 8/30/21

THE STATE OF GA :

: ss

COUNTY OF WINNETT :

On this 30 day of AUGUST, 2021, before me, a Notary Public in and for the State and County aforesaid, personally appeared JOHN STEGEMAN, known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.



Notary Public

TRI-SUPPLY & EQUIPMENT, INC.

By:

Name: DAVID E CURRAN

Title: President

Date: 8/27/2021

THE STATE OF [STATE] : Delaware

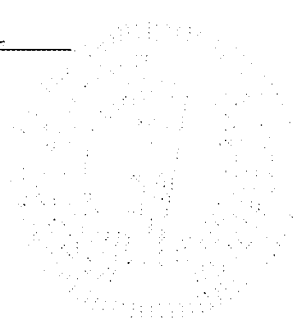
: ss

COUNTY OF [COUNTY] : New Castle

On this 27 day of August, 2021, before me, a Notary Public in and for the State and County aforesaid, personally appeared David E Curran, known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Marybeth Schreiber
Notary Public

MARYBETH SCHREIBER
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires October 29, 2022



**Schedule A
List of Trademarks**



1.

– Reg. No. 6248387, Registered January 19, 2021