

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/28/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hub Construction Specialties, Inc.		06/28/2021	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: 4			
Property Type	Number	Word Mark	
Registration Number:	5179746	HUB HAS IT!	
Registration Number:	5123927	THE REAL CONTRACTOR'S CHOICE	
Registration Number:	4267953	VIRTUAL ORDER DESK	
Registration Number:	5919372	HUB HAS IT!	
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:	258269.1 Hub Assignment		
NAME OF SUBMITTER:	Austin Padgett		
SIGNATURE:	/Austin Padgett/		
DATE SIGNED:	02/21/2022		

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Total Attachments: 6

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Secretary of State
State of California

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AGREEMENT AND PLAN OF MERGER

Pursuant to this Agreement and Plan of Merger dated as of the 28 day of June, 2021, Hub Construction Specialties, Inc., a California corporation ("Corporation") and an indirect wholly-owned subsidiary of White Cap, L.P., a Florida limited partnership ("Parent"), shall be merged with and into Parent.

SECTION 1 DEFINITIONS

1.1 Effective Time. "Effective Time" shall mean the date and time on which the Merger contemplated by this Agreement and Plan of Merger becomes effective pursuant to the laws of the States of California and Florida, as determined in accordance with Section 2.2 of this Agreement and Plan of Merger.

1.2 Merger. "Merger" shall refer to the merger of Corporation with and into Parent as provided in Section 2.1 of this Agreement and Plan of Merger.

1.3 Merging Company. "Merging Company" shall refer to Hub Construction Specialties, Inc., with California Entity Number C0352090.

1.4 Surviving Company. "Surviving Company" shall refer to White Cap, L.P. as the entity surviving the Merger.

SECTION 2 TERMS OF MERGER

2.1 Merger. Subject to the terms and conditions set forth in this Agreement and Plan of Merger, at the Effective Time, the Merging Company shall be merged with and into the Surviving Company in accordance with applicable law. Parent shall be the Surviving Company resulting from the Merger and shall continue to exist and to be governed by the laws of the State of Florida under the name "White Cap, L.P." The Merger shall be consummated pursuant to the terms of this Agreement and Plan of Merger which has been approved by the Board of Directors and the sole stockholder of the Merging Company and the general partner and majority limited partner of the Surviving Company. The Merging Company and the Surviving Company intend that (i) the Merger be consummated effective at such time CSG Corporate Acquisition, LLC, the Merging Company's sole shareholder, is treated as an entity disregarded as separate from Construction Supply Holdings II, LLC for U.S. federal and applicable state and local tax purposes pursuant to Treasury Regulation Section 301.7701-3 as a result of an election by CSG Corporate Acquisition, LLC to be treated as an entity disregarded as separate from Construction Supply Holdings II, LLC for U.S. federal and applicable state and local tax purposes pursuant to Treasury Regulation Section 301.7701-3 effective as of the date immediately prior to the effective date of the Merger, (ii) the Merger qualify as a tax-free liquidation of the Merging Company into Construction Supply Holdings II, LLC pursuant to Sections 337 and 332 of the Internal Revenue Code of 1986, as amended and (iii) that this

Agreement and Plan of Merger be adopted as a plan of liquidation of the Merging Company for U.S. federal and applicable state and local income tax purposes.

2.2 Effective Time. The Merger contemplated by this Agreement and Plan of Merger shall become effective upon the filing of a certificate of merger with each of the Florida Department of State and the Secretary of State of California.

2.3 Certificate of Limited Partnership. The Certificate of Limited Partnership of Parent as it exists at the Effective Time shall remain in full force and effect after the Effective Time and shall not be amended by virtue of the Merger.

2.4 Partnership Agreement. The Partnership Agreement of Parent as it exists at the Effective Time shall remain in full force and effect after the Effective Time and shall not be amended by virtue of the Merger.

2.5 General Partner. The General Partner of Parent shall continue to serve as the General Partner of Parent and shall hold office from and after the Effective Time until its respective successor is elected and qualified.

SECTION 3 MANNER OF CONVERTING SHARES

The issued and outstanding shares of Merging Company shall be cancelled and cease to exist without consideration by virtue of the Merger at the Effective Time. The issued and outstanding partnership interests of the Surviving Company shall remain issued and outstanding and will be unaffected by the Merger. No cash consideration will be exchanged between the Surviving Company and the Merging Company upon consummation of the Merger.

SECTION 4 ASSIGNMENT AND ASSUMPTION

By virtue of the Merger and without any other action, the Surviving Company shall succeed to all of Merging Company's rights, title, interests, obligations and liabilities, of any form, as of the Effective Time.

SECTION 5 FURTHER ASSURANCES


Each party to this Agreement and Plan of Merger agrees to do such things as may be reasonably requested by the other party in order to more effectively consummate or document the transactions contemplated by this Agreement and Plan of Merger.

[Signatures on following page]

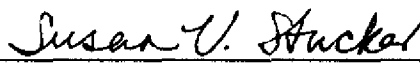
IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized signatories as of the date first above written.

MERGING COMPANY:

HUB CONSTRUCTION SPECIALTIES, INC.

By: 


Alan W. Sollenberger
President

By: 

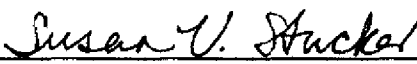
Susan V. Stucker
Secretary

SURVIVING COMPANY:

WHITE CAP, L.P.

By: 

Alan W. Sollenberger
President of Construction Supply Holdings, LLC,
general partner

By: 

Susan V. Stucker
Secretary of Construction Supply Holdings, LLC,
general partner

**OFFICERS' CERTIFICATE
CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Alan W. Sollenberger and Susan V. Stucker certify that:

1. They are the president and secretary, respectively, of Hub Construction Specialties, Inc., a California corporation, with California Entity Number C0352090.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 799,972.5824.

[Signature on Following Page]

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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 06/28/2021



By: Alan W. Sollenberger
Title: President



By: Susan V. Stucker
Title: Secretary

OBE MERG



**State of California
Secretary of State**

Certificate of Merger

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY <i>White Cap, L.P.</i>	2. TYPE OF ENTITY <i>Limited Partnership</i>	3. CA SECRETARY OF STATE ENTITY NUMBER <i>N/A</i>	4. JURISDICTION <i>Florida</i>
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5. NAME OF DISAPPEARING ENTITY <i>Hub Construction Specialties, Inc.</i>	6. TYPE OF ENTITY <i>Corporation</i>	7. CA SECRETARY OF STATE ENTITY NUMBER <i>C0352090</i>	8. JURISDICTION <i>California</i>
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9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)

SURVIVING ENTITY			DISAPPEARING ENTITY		
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED
General Partner Interests		51%	Common Stock (799,972.5824)		100%
Limited Partner Interests		51%			

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

No vote of the shareholders of the parent party was required. The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

PRINCIPAL ADDRESS OF SURVIVING ENTITY _____ CITY AND STATE _____ ZIP CODE _____

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. <i>Fla. Stat. Section 620.2106</i>	15. FUTURE EFFECTIVE DATE, IF ANY ____ - ____ - ____ (Month) (Day) (Year)
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16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

[Signature] 6/28/21
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE

Alan W. Sollenberger President of Construction Supply Holdings, LLC,
general partner
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

Susan V. Stucker 6/28/2021
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE

Susan V. Stucker general partner
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

[Signature] 6/28/21
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

Alan W. Sollenberger President
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

Susan V. Stucker 6/28/21
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

Susan V. Stucker Secretary
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____