

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonepar Management US, Inc.		02/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vallen Distribution, Inc.		
Street Address:	2100 Oaks Parkway		
City:	Belmont		
State/Country:	NORTH CAROLINA		
Postal Code:	28012		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88618202	SPECFIT	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	ADH-PTOTMCorrespondence@mvalaw.com, PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com, IPLaw@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	040665.734		
NAME OF SUBMITTER:	Arlene D. Hanks		
SIGNATURE:	/arlenedhanks/		
DATE SIGNED:	02/21/2022		
Total Attachments: 8			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of February 7, 2022, by and between Sonepar Management US, Inc., a Delaware corporation with offices at 4400 Leeds Avenue, Suite 500, Charleston, SC 29405 (the "Assignor"), and Vallen Distribution, Inc., a Delaware corporation with offices at 2100 Oaks Parkway, Belmont, NC 28012 (the "Assignee"). The Assignor and the Assignee are referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the Assignor and the Assignee are members of a group of affiliated companies;

WHEREAS, the Assignor owns the intellectual property rights in certain brands and proprietary software;

WHEREAS, Assignor and Assignee are parties to an Intellectual Property Assignment Agreement dated December 13, 2021, (the "Original Assignment");

WHEREAS, the Parties now wish to amend, restate, supersede, and replace the Original Assignment in its entirety, on the terms and conditions set forth herein;

WHEREAS, on the terms and conditions set forth in this Assignment, the Assignor has agreed to transfer, assign, convey, and deliver to the Assignee all of the Assignor's right, title, and interest in, to, and under (A) the brand "SPECFIT", including the registered trademark(s) and trademark application(s) set forth on Schedule A hereto and any and all unregistered intellectual property that utilizes any word, term, name, symbol, or phrase (or any combination thereof) that is identical or confusingly similar to any of the registered trademark(s) or any word, term, name, symbol, or phrase that is the subject of any trademark application(s) set forth on Schedule A hereto (collectively, the "Assigned Brand"), (B) the source code and object code of the Value Plus Program software (excluding all intellectual property rights therein) (the "Assigned Code"), and together with the Assigned Brand, the "Assigned Assets"), and (C) any and all liabilities incurred in connection with the Assigned Assets, whether now existing or in the future (the "Assumed Liabilities");

WHEREAS, the Assignee wishes to own the Assigned Assets and has agreed to accept such transfer, assignment, conveyance, and delivery of the Assigned Assets and assume the Assumed Liabilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance; License Grant.

a. The Assignor hereby transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby accepts such transfer, assignment, conveyance, and delivery of, all of the Assignor's rights, titles and interests in, to, and under the Assigned Assets, and all goodwill of the business associated with and symbolized by the Assigned Assets, including but not limited to (i) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, dilution, unfair competition, or other violation of the Assigned Assets; (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Assets; and (iii) all corresponding rights in, to and under the Assigned Assets throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives. The Assignor further assigns and transfers the Assumed Liabilities to the Assignee and the Assignee hereby accepts and assumes such Assumed Liabilities and any and all obligations of Assignor related thereto.

b. The Assignor hereby grants to the Assignee a non-exclusive, limited license to any intellectual property rights in the Assigned Code to make, use, sell, offer for sale, supply, distribute, copy, modify, perform, display, and create derivative works of the Assigned Code, or portions thereof, solely to use, maintain, support, and/or commercialize the Assigned Code.

2. Consideration. As consideration for the conveyance of all right, title and interest in and to the Assigned Assets from Assignor to Assignee, Assignee shall assume the Assumed Liabilities and pay Assignor a one-time fee in the amount of [REDACTED]. The Parties acknowledge that such payment was made upon the execution of the Original Assignment.

3. Recordation. The Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record the Assignee as the owner of the patents, trademarks, copyrights, or other Assigned Assets (as applicable), and to issue any and all patents, trademarks, copyrights or other Assigned Assets (as applicable) to the Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives. The Assignee shall have the right to record this Assignment with all applicable government authorities and registrars to perfect its ownership of the Assigned Assets.

4. Further Assurances. The Assignor shall, at the request of the Assignee and at the Assignee's cost and expense, execute and deliver any further instruments or documents and take all such further action as the Assignee may reasonably request in order to evidence or perfect the consummation of this Assignment and the rights assigned herein.

5. Disclaimer; Limitation of Liability.

a. Disclaimer. EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS ASSIGNMENT AND THE ASSIGNED ASSETS, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

b. Limitation of Liability. EXCEPT WITH RESPECT TO ASSIGNEE'S ASSUMPTION OF THE ASSUMED LIABILITIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY SUCCESSOR THERETO OR AFFILIATE OR FURTHER ASSIGNEE THEREOF FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS ASSIGNMENT OR USE OF THE ASSIGNED ASSETS HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. General Provisions

a. Successors and Assigns; No Third Party Beneficiaries. This Assignment will be binding upon, inure to the benefit of, and will be enforceable by the Parties and their respective successors, permitted assigns, and legal representatives. This Assignment is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, shall give or be construed to give to any person or entity, other than the Parties and such permitted assigns, any legal or equitable rights hereunder.

b. Headings. The headings of the sections and subsections of this Assignment are inserted for convenience only and shall not be deemed to constitute a part hereof.

c. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

d. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this

Assignment a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

e. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to constitute an original and all of which shall together constitute one and the same instrument. This Assignment shall become binding when any number of counterparts, individually or taken together, shall bear the signatures of both Parties. Delivery of an executed counterpart of this Assignment by facsimile or other electronic transmission shall be effective as delivery of an original counterpart hereof.


f. Entire Agreement. This Assignment, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of Assignor and Assignee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter, including the Original Assignment.

[Signature Page Follows]

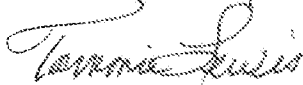
IN WITNESS WHEREOF, the Parties have signed this Assignment effective as of the date first set forth above.

ASSIGNOR:

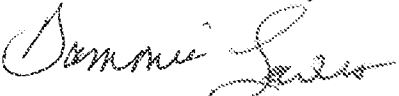
SONEPAR MANAGEMENT US, INC.

By: 
Name: Peter H. Bruhn
Title: Secretary

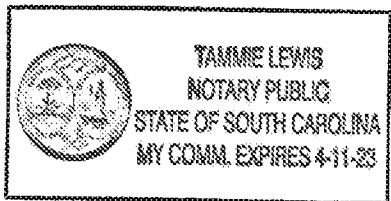
UNITED STATES OF AMERICA
STATE OF South Carolina
COUNTY OF Charleston

I, , a Notary Public of the place of execution hereof, do hereby certify that Peter H. Bruhn, personally appeared before me this day and acknowledged that he is the Secretary of Sonepar Management US, Inc., a Delaware corporation, and that by authority duly given and as an act of the company, the foregoing instrument was signed in its name by him as its Vice President and General counsel, as the free act and deed of the company.

WITNESS MY HAND AND NOTARIAL SEAL this 7th day of February, 2022.


Notary Public


My Commission Expires:
April 11 2023
[SEAL]



IN WITNESS WHEREOF, the Parties have signed this Assignment effective as of the date first set forth above.

ASSIGNEE:

VALLEN DISTRIBUTION, INC.

By: 

Name: Chuck Delph

Title: President

UNITED STATES OF AMERICA

STATE OF Georgia

COUNTY OF Fulton

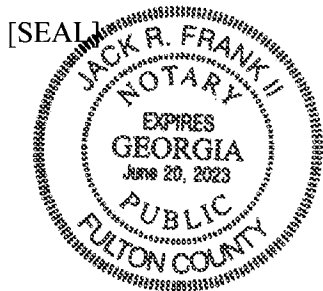
I, Jack R. Frank II, a Notary Public of the place of execution hereof, do hereby certify that Chuck Delph, personally appeared before me this day and acknowledged that he is the President of Vallen Distribution, Inc., a Delaware corporation, and that by authority duly given and as an act of the company, the foregoing instrument was signed in its name by him as its President, as the free act and deed of the company.

WITNESS MY HAND AND NOTARIAL SEAL this 4 day of February, 2022.


Notary Public

My Commission Expires:

06-20-2023



SCHEDULE A
TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT
AGREEMENT

Jurisdiction	Mark	App. No. (App. Date)	Reg. No. (Reg. Date)	Goods and Services	Owner Name
Canada	SPECFIT	1,985,870 (September 19, 2019)	(application pending)	3, 9, 17, 21, & 25	Sonepar Management US, Inc.
China	SPECFIT	41476522 (October 9, 2019)	(application pending)	3	Sonepar Management US, Inc.
China	SPECFIT	41476523 (October 9, 2019)	41476523 (September 14, 2020)	9	Sonepar Management US, Inc.
China	SPECFIT	41476524 (October 9, 2019)	41476524 (August 21, 2020)	17	Sonepar Management US, Inc.
China	SPECFIT	41476525 (October 9, 2019)	41476525 (June 28, 2020)	21	Sonepar Management US, Inc.
China	SPECFIT	41476526 (October 9, 2019)	41476526 (June 28, 2020)	25	Sonepar Management US, Inc.
Malaysia	SPECFIT	TM2019034565 (October 19, 2019)	(application pending)	3	Sonepar Management US, Inc.
Malaysia	SPECFIT	TM2019034566 (October 19, 2019)	(application pending)	9	Sonepar Management US, Inc.
Malaysia	SPECFIT	TM2019034568 (October 19, 2019)	(application pending)	17	Sonepar Management US, Inc.
Malaysia	SPECFIT	TM2019034569 (October 19, 2019)	(application pending)	21	Sonepar Management US, Inc.
Malaysia	SPECFIT	TM2019034570 (October 19, 2019)	(application pending)	25	Sonepar Management US, Inc.
Mexico	SPECFIT	2267736 (September 25, 2019)	2075192 (January 20, 2020)	3	Sonepar Management US, Inc.
Mexico	SPECFIT	2267737 (September 25, 2019)	2073044 (January 14, 2020)	9	Sonepar Management US, Inc.

Jurisdiction	Mark	App. No. (App. Date)	Reg. No. (Reg. Date)	Goods and Services	Owner Name
Mexico	SPECFIT	2267738 (September 25, 2019)	2235824 (April 23, 2021)	17	Sonepar Management US, Inc.
Mexico	SPECFIT	2267741 (September 25, 2019)	2142850 (September 21, 2020)	21	Sonepar Management US, Inc.
Mexico	SPECFIT	2267744 (September 25, 2019)	2190705 (December 16, 2020)	25	Sonepar Management US, Inc.
Singapore	SPECFIT	40201920260P (September 18, 2019)	40201920260P (September 18, 2019)	3, 9, 17, 21, & 25	Sonepar Management US, Inc.
Thailand	SPECFIT	190136877 (September 25, 2019)	(application pending)	3, 9, 17, 21, & 25	Sonepar Management US, Inc.
U.S.	SPECFIT	88/618,202 (September 16, 2019)	(application allowed)	3, 9, 10, 17, 21, & 25	Sonepar Management US, Inc.