

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D2 LAND & WATER RESOURCE, INC.		07/18/2022	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	FERGUSON ENTERPRISES, LLC		
Street Address:	751 Lakefront Commons		
City:	Newport News		
State/Country:	VIRGINIA		
Postal Code:	23606		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5169838	CERESLOG VEGETATED	
Registration Number:	5467777	D2 LAND & WATER RESOURCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5616713608		
Email:	peter.chiabotti@akerman.com		
Correspondent Name:	Peter Chiabotti		
Address Line 1:	777 South Flagler Drive		
Address Line 2:	Suite 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	0393555		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	07/18/2022		
Total Attachments: 4			
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Trademark Assignment

This Trademark Assignment ("Trademark Assignment") is made and entered into as of July 18, 2022, by and between D2 Land & Water Resource, Inc., an Indiana corporation ("Assignor"), and Ferguson Enterprises, LLC, a Virginia limited liability company ("Assignee").

Recitals

A. Assignor and Assignee have entered into that certain Intellectual Property Assignment, dated as of the date hereof ("IP Agreement"), by and among Assignor, Assignee, and certain other parties thereto, pursuant to which, Assignor has conveyed, transferred, and assigned to Assignee, certain Intellectual Property Rights of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions. Capitalized terms used but not defined herein shall have the meaning given to such terms in the IP Agreement.

Agreement

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Trademark Assignment as if fully set forth herein.

2. Assignment. Subject to the terms and conditions set forth herein, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Intellectual Property Rights, free and clear of all liens and encumbrances, including:

(a) the trademark registrations and trademark applications set forth on Schedule A1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Terms of the IP Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks.

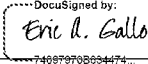
4. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered on the date first above written.

ASSIGNEE:

FERGUSON ENTERPRISES, LLC
A limited liability company of Virginia
751 Lakefront Commons
Newport News, VA 23606

By:  _____
Name: Eric A. Gallo
Title: Authorized Signatory

ASSIGNOR:

D2 LAND & WATER RESOURCE, INC.
A corporation of Indiana
2600 Bloyd Avenue
Indianapolis, Indiana 46218

By: _____
Name: Alan Sutkowski
Title: President

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered on the date first above written.

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FERGUSON ENTERPRISES, LLC
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751 Lakefront Commons
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ASSIGNOR:

D2 LAND & WATER RESOURCE, INC.
A corporation of Indiana
2600 Bloyd Avenue
Indianapolis, Indiana 46218

DocuSigned by:
By: Alan Sutkowski
Name: Alan Sutkowski
Title: President

Schedule A1

Applications and Registrations

TM/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
 <p>RN: 5169838 SN: 87064130</p>	<p>Registered, March 28, 2017 Int'l Class: 37 First Use: January 1, 2016 Filed: June 8, 2016 Registered: March 28, 2017 Register Type: Principal Register</p>	<p>Int'l Class: 37 (Int'l Class: 37) Soil erosion control services</p>	<p>D2 Land & Water Resource (Indiana Corporation) 2600 Boyd Avenue, Indianapolis, Indiana 46218 United States of America</p>
 <p>RN: 5467777 SN: 87611863</p>	<p>Registered, May 15, 2018 Int'l Class: 42 First Use: June 25, 2004 Filed: September 18, 2017 Registered: May 15, 2018 Register Type: Principal Register</p>	<p>Int'l Class: 42 (Int'l Class: 42) Civil engineering; Civil engineering relating to water irrigation</p>	<p>D2 Land and Water Resource, Inc. (Indiana Corporation) 2600 Bloyd Avenue, Indianapolis, Indiana 46218 United States of America</p>