

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Building Products of America, LLC		06/03/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BPA Distribution Group, LLC		
Street Address:	13032 SW 128th St.		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33186		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97194784	CAT-5	
CORRESPONDENCE DATA			
Fax Number:	7135909602		
<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:	17135909600		
Email:	kjaasma@ewingjones.com		
Correspondent Name:	Keith Jaasma		
Address Line 1:	6363 Woodway Drive, Suite 1000		
Address Line 4:	Houston, TEXAS 77057		
NAME OF SUBMITTER:	Keith Jaasma		
SIGNATURE:	/Keith Jaasma/		
DATE SIGNED:	07/29/2022		
Total Attachments: 4			
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OP \$40.00 97194784

TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Trademark Assignment**”) is effective as of June 3rd, 2022 (the “**Effective Date**”), by and among Building Products of America, LLC, a Florida limited liability company (the “**Assignor**”), and BPA Distribution Group, LLC, a Florida limited liability company (the “**Assignee**”).

RECITALS

A. The Assignor owns the CAT-5 Logo trademark and all applications therefor (including but not limited to U.S. Application Serial No. 97194784), together with the goodwill of the business associated therewith (collectively, the “**Mark**”);

B. Pursuant to the terms of that certain Business Contribution Agreement dated as of the Effective Date by and among the Assignor and the Assignee (the “**Contribution Agreement**”), the Assignor has agreed to transfer all of its right, title and interest in and to the Mark to the Assignee;

C. In connection with the Contribution Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Mark relates, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Mark to the Assignee and the Assignee desires to acquire the Mark.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, together with that portion of Assignor’s business that is ongoing and existing to which the Mark pertains, and all registrations and pending applications for the Mark, any renewals of the registrations, in all countries 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, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “**Commissioner**”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Mark, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-U.S. counterparts to issue any and all trademark registrations resulting from applications for the Mark to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Contribution Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Contribution Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Mark in the Assignee, or that may be necessary to obtain, renew, issue or enforce the Mark.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Each party irrevocably agrees that any action, suit or proceeding arising out of or in connection with this Agreement may be brought in any state court located in Miami-Dade County, Florida or in the United States District Court for the Southern District of Florida (or in any court in which appeal from such courts may be taken), and each party hereby expressly and irrevocably submits to the jurisdiction of such courts and agrees not to assert, by way of motion, as a defense, or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and hereby agrees not to challenge such jurisdiction or venue by reason of any offsets or counterclaims in any such action, suit or proceeding.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature Page Follows.]

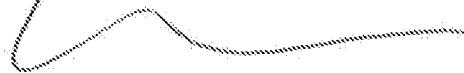
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Building Products of America, LLC

By: Samana Conglomerate LLC, Manager

By:

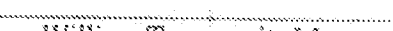

Peter R. Daniels, its Manager

ASSIGNEE:

BPA Distribution Group, LLC

By: JADDS, LLC, Manager

By:


William Tamayo, its Manager

Signature Page to Trademark Assignment

TRADEMARK
REEL: 007805 FRAME: 0775

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ASSIGNOR:

Building Products of America, LLC

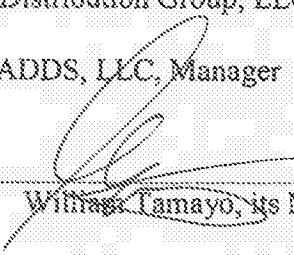
By: Samana Conglomerate LLC, Manager

By: _____
Peter R. Daniels, its Manager

ASSIGNEE:

BPA Distribution Group, LLC

By: JADDS, LLC, Manager

By: _____

William Tamayo, its Manager

Signature Page to Trademark Assignment