

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Insulation Sales and Frabrication, Inc.		10/12/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Distribution International Southwest, Inc.		
Street Address:	475 North Williamson Boulevard		
City:	Daytona Beach		
State/Country:	FLORIDA		
Postal Code:	32114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4255319	UNIPAD	
CORRESPONDENCE DATA			
Fax Number:	3127595646		
<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:	3123571313		
Email:	mandrade@btlaw.com		
Correspondent Name:	BARNES & THORNBURG LLP		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	85208-352583		
NAME OF SUBMITTER:	Alexis Degler		
SIGNATURE:	/Alexis N. Degler/		
DATE SIGNED:	10/13/2022		
Total Attachments: 2			
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OP \$40.00 4255319

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of October 22, 2022 (the "Effective Date") by and between United Insulation Sales and Fabrication, Inc., a Texas corporation, having its principal place of business at 1999 Bryan St., Ste. 900 Dallas, TX 75201 ("Assignor"), on the one hand, and Distribution International Southwest, Inc., a Delaware corporation, having its principal place of business at 475 North Williamson Boulevard, Daytona Beach, FL 32114 ("Assignee"), on the other hand. Assignee and Assignor collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, the Assignor desires to convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire the below referenced trademark registration:

Trademark	Registration No.	Issue Date
UNIPAD	4,255,319	December 4, 2012

(the "UNIPAD Mark")

NOW, THEREFORE, for good and valuable considerations, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, assigns, transfers, and delivers and agrees to convey, assign, transfer, and deliver to Assignee Assignor's entire right, title, and interest in and to the UNIPAD Mark together with all goodwill of the business connected with the use of and symbolized by the UNIPAD Mark and the right to claim, prosecute and recover monetary damages for any and all past, present and future infringements, misappropriations, dilutions and other violations thereof.

2. **Assignor Obligations.** Assignor hereby agrees to execute and provide, promptly after its execution hereof, such further instruments, documents or assignments, and take all actions as may be necessary or desirable, as Assignee may reasonably request to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee all of Assignor's rights in and to the UNIPAD Mark, in each case, without further compensation. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby designates Assignee as Assignor's agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.

3. **Counterparts; Successors.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one document. This Agreement and any signed agreement or instrument entered into in connection with this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall

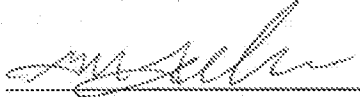
constitute one and the same document. This Agreement and all of the provisions hereof shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties hereto and each Party's respective successors and assigns any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

4. **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether in the State of Delaware or any other jurisdiction) that would result in the application of the laws of any jurisdiction other than the State of Delaware.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of and on the date first above written.

ASSIGNOR:

United Insulation Sales and Fabrication, Inc.

By: 

Name: GEORGE SELLEW

Title: TREASURER

ASSIGNEE:

Distribution International Southwest, Inc.

By: 

Name: GEORGE SELLEW

Title: TREASURER