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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM795627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Raymond Building Supply, LLC		01/01/2023	Limited Liability Company: FLORIDA

## **RECEIVING PARTY DATA**

Name:	US LBM Holdings, LLC	
Street Address:	2150 E. Lake Cook Rd., Suite 1010	
City:	Buffalo Grove	
State/Country:	ILLINOIS	
Postal Code:	60089	
Entity Type:	Limited Liability Company: DELAWARE	

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3422344	DECO TRUSS
Registration Number:	3507277	DECO TRUSS
Registration Number:	3529879	DECO TRUSS COMPANY, INC.
Registration Number:	3507278	DECO TRUSS
Registration Number:	3529878	DECO TRUSS COMPANY, INC.
Registration Number:	3529880	DECO TRUSS

## **CORRESPONDENCE DATA**

**Fax Number:** 3122691747

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.

**Phone:** 3122698000

**Email:** trademarks@nge.com **Correspondent Name:** Thomas C. McDonough

Address Line 1: 2 North LaSalle Street, Suite 1700

Address Line 2: Neal, Gerber & Eisenberg LLP

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	029699.0010
NAME OF SUBMITTER:	Thomas C. McDonough
SIGNATURE:	/Thomas C. McDonough/

# **DATE SIGNED:** 03/20/2023

### **Total Attachments: 5**

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#### TRADEMARK AND TRADE NAME ASSIGNMENT

This TRADEMARK AND TRADE NAME ASSIGNMENT ("<u>Assignment</u>"), effective as of January 1, 2023, is made by **Raymond Building Supply, LLC**, a Florida limited liability company, ("<u>Assignor</u>"), in favor of **US LBM Holdings, LLC**, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignee and its affiliates intend to carry out a restructuring and integration of its businesses (the "Restructuring"); in part, through the consolidation of certain subsidiaries and distribution centers;

WHEREAS, the Restructuring is intended to, among other benefits, improve customer interaction through consolidated legal entities; simplify corporate and operational processes and systems; and facilitate orderly expansion;

WHEREAS, Assignor owns certain registered and unregistered trademarks and service marks, together with all common law rights therein, and all goodwill associated therewith;

WHEREAS, Assignor owns certain registered and unregistered trade names, together with all common law trademark or service mark rights inherent therein, and all goodwill associated therewith; and

WHEREAS, in furtherance of the Restructuring, Assignor desires to and has agreed to convey, transfer and assign to Assignee the ownership of the foregoing trademarks, service marks and trade name rights, as defined herein, in the United States and throughout the world;

## NOW THEREFORE, Assignor agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, all of Assignor's right, title and interest in and to the following assets:
  - (a) all common-law and registered trademarks and trade dress owned by Assignor in any jurisdiction and the goodwill connected with the use of and symbolized thereby, together with all trademark registrations and applications of Assignor and all issuances, extensions and renewals thereof, including the Federally registered or applied for trademarks and service marks set forth in the attached <u>Schedule 1</u> (collectively, the "<u>Trademarks</u>");
  - (b) all registered and unregistered trade names and "doing business as" names owned by Assignor in any jurisdiction and any trademark rights therein and the goodwill connected with the use of and symbolized thereby, together with all registrations and applications of Assignor and all issuances, extensions and renewals thereof, including the trade names set forth in the attached <u>Schedule 2</u> (collectively, the "<u>Trade Names</u>");
  - (c) 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;
  - (d) 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; and
  - (e) any and all claims and causes of action in any jurisdiction, with respect to any of the foregoing, whether accruing before, on and/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.

- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Secretary of State or equivalent officer of various statues, the Commissioner of Patents and Trademarks of the United States, and any other governmental officials of any jurisdiction, as applicable, to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks and Trade Names are properly assigned to Assignee, or any assignee or successor thereto
- 3. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon Assignor and its successors, legal representatives and assigns, and shall inure to the benefit of Assignee and its successors, legal representatives and assigns.
- 5. <u>Governing Law.</u> This 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 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).

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first above written.

## RAYMOND BUILDING SUPPLY, LLC

By:

Name: Manish Shanbhag

Title: Executive Vice President, General Counsel, and Secretary

# US LBM HOLDINGS, LLC

By:

Name: Manish Shanbhag

Title: Executive Vice President, General

Counsel, and Secretary

Schedule 1 to Assignment from Raymond Building Supply, LLC to US LBM Holdings, LLC (Federal)

DECO TRUSS Raymond Building USPTO Supply, LLC Principal Register	DECO TRUSS COMPANY INC and Design Raymond Building USPTO Supply, LLC Principal Register	DECO TRUSS Raymond Building USPTO Supply, LLC Principal Register	Supply, LLC Principal Register	DECO TRUSS COMPANY INC and Design Raymond Building USPTO	DECO I RUSS Raymond Building USP10 Supply, LLC Principal Register	Supply, LLC	DECO TRUSS Raymond Building USPTO
Registered	Registered	Registered		Registered	Registered	Ĺ	Registered
8/21/2007	8/21/2007	8/21/2007		8/21/2007	8/21/2007		8/21/2007
3,529,880	77,260,464	77,260,573		77,260,516	//,260,48/		77,260,600
11/11/2008	11/11/2008	9/30/2008		11/11/2008	9/30/2008		5/6/2008
3,529,880	3,529,878	3,507,278		3,529,879	3,507,277		3,422,344
US LBM Holdings, LLC	US LBM Holdings.	US LBM Holdings	TRADEMAI	US LBM Holdings	US LBM Holdings		US LBM Holdings

RECORDED: 03/20/2023

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Names)

	Supply, LLC	Raymond Building	Assignor
		Deco Truss	Tradename
Corporations	State, Division of	Florida Secretary of Florida	License Authority
		Florida	State/Province
		12/31/2027	Expiration Due Date
		US LBM Holdings, LLC	Assignee