

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM819739

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
World and Main (Cranbury), LLC		06/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	H2 Acquisition, LLC		
<b>Street Address:</b>	800 Boylston Street, 27th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5233913	AQUA PLUMB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126618002		
<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>			
<b>Phone:</b>	2126618000		
<b>Email:</b>	info@lmiplaw.com		
<b>Correspondent Name:</b>	Lucas & Mercanti, LLP		
<b>Address Line 1:</b>	30 Broad Street, 21st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	H2A-00064		
<b>NAME OF SUBMITTER:</b>	Michael N. Mercanti		
<b>SIGNATURE:</b>	/Michael N. Mercanti/		
<b>DATE SIGNED:</b>	06/26/2023		
<b>Total Attachments: 7</b>			
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## **AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT**

This Amended and Restated Intellectual Property Assignment (this “Amended Assignment”) dated as of this 13<sup>th</sup> day of June, 2023, is entered into by and among Nova Wildcat Shur-Line Holdings, Inc., a Delaware corporation (“Seller”), each of the subsidiaries of Seller set forth on the signature pages hereto (the “Seller Subsidiaries” and together with Seller, each, an “Assignor”, and collectively, the “Assignors”), and H2 Acquisition, LLC (as assignee of Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company, on behalf of its contractual joint venture with Nations Capital, Inc., the “Assignee”) amends and restates in its entirety that certain Intellectual Property Assignment dated as of March 31, 2023 by and among the Assignors and the Assignee (the “Assignment”). Assignors and Assignee are each sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, the Assignors sold, assigned, transferred, conveyed and delivered to Assignee, and Assignee purchased and assumed from Assignor, the Purchased Assets, together with the goodwill of the business associated with the Purchased Assets, and the Assumed Liabilities pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of March 7, 2023, by and among Assignors and Assignee and the associated Assignment;

WHEREAS, capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement; and

WHEREAS, this Amended Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement and the Assignment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree that the Assignment shall be amended and restated in its entirety to read as follows:

1. Assignment. Each Assignor shall and hereby does irrevocably assign, convey and transfer to Assignee all of Assignor’s right, title and interest in all of the Acquired Intellectual Property, including, without limitation, all of the registered Intellectual Property, applications for Intellectual Property and domain names set forth on Schedule 1 hereto, along with the goodwill of the business associated with such Acquired intellectual Property. Each Trademark set forth on Schedule 1 being assigned by each Assignor to Assignee is part of the ongoing business to which the marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. Maintenance, Prosecution, and Enforcement. After the closing of the transactions contemplated under the Purchase Agreement and subject to Section 7.5 of the Purchase Agreement, Assignee shall be solely responsible for maintaining and prosecuting and enforcing any registrations of the Acquired Intellectual Property, including recordation, filing and prosecution of all necessary applications, and the payment of all necessary fees due as a result of

events, occurrences or omissions arising on or after the Closing Date and relating to the Acquired Intellectual Property that constitutes registered Intellectual Property.

3. Notices. Notices hereunder shall be given in accordance with the Purchase Agreement.

4. Successors and Assigns. This Assignment shall be binding on the Parties and their successors and assigns.

5. Terms of Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignors or Assignee under the Purchase Agreement. Assignee acknowledges that Assignors make no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement. To the extent any conflict or inconsistency arises between any of the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

6. Further Assurances. The Buyer and Seller Parties shall execute and deliver such further instruments and take such other action as may be necessary or advisable or is reasonably requested by the other party to make effective the transactions contemplated hereby.

7. Severability. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. Entire Agreement; Amendment. The Purchase Agreement (including the schedules thereto), the Sale Order, and this Amended Assignment constitute the Parties' entire agreement with respect to the subject matter hereof and supersede all prior or contemporaneous negotiations, communications, discussions and correspondence concerning such subject matter. This Amended Assignment may be amended or modified only with the prior written consent of the Parties.

9. Headings. The section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Assignment.

10. Counterparts. This Assignment may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format date file, such signature shall create a valid and binding obligation of the executing Party (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

11. Governing Law; Dispute Resolution. Section 13.3 and Section 13.4 of the Purchase Agreement are incorporated herein.


[SIGNATURE PAGE FOLLOWS]

[Signature Page to Assignment of Intellectual Property]


IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

**ASSIGNORS**

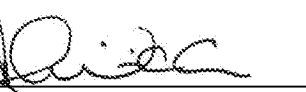
**NOVA WILDCAT SHUR-LINE HOLDINGS,  
INC.**

By:   
Name: David Williamson  
Title: President


**NOVA WILDCAT SHUR-LINE, LLC**

By:   
Name: David Williamson  
Title: President

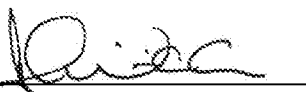
**HBC HOLDINGS LLC**

By:   
Name: David Williamson  
Title: President


**WORLD AND MAIN (AIR), LLC**

By:   
Name: David Williamson  
Title: President


**HBC CHEMICAL LLC**

By:   
Name: David Williamson  
Title: President


**WORLD AND MAIN (CRANBURY), LLC**

By:   
Name: David Williamson  
Title: President

**HBC/FQ LLC**

By:   
Name: David Williamson  
Title: President

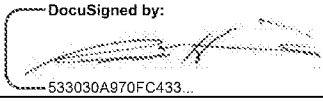
**WORDLOCK, INC.**

By:   
Name: David Williamson  
Title: President

IN WITNESS WHEREOF, the Parties have executed this Amended Assignment as of the date first written above.

**ASSIGNEE:**

**H2 ACQUISITION, LLC**

By:  \_\_\_\_\_  
Name: Robert Himmel  
Title: Authorized Signatory

**SCHEDULE 1**

**ASSIGNED IP REGISTRATIONS, APPLICATIONS & DOMAINS**



3. World and Main (Cranbury) LLC Trademarks and Service Marks

Trademark	Appl. No.	Reg. No.	Status	Country	Filing Date	Reg. Date	Renewal Date	Class	Record Owner
AQUA PLUMB	87141.818	5.233.913	Registered	US	17-Aug-2016	27-Jun-2017	27-Jun-2027	3	World and Main (Cranbury), LLC

TRADEMARK

REEL: 008120 FRAME: 0674

RECORDED: 06/26/2023