

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World and Main (Cranbury), LLC		03/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	True Value Company, L.L.C.		
Street Address:	8600 West Bryn Mawr Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631-3505		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1630803	STUDIO 5	
Registration Number:	1921955	PERFECT PAINTER	
Registration Number:	2001221	WHITE DIAMOND	
Registration Number:	3633858	LE PETITE	
Registration Number:	4693183	LOOP 'N LOCK	
Registration Number:	4777968	MATCHKEY	
Registration Number:	5796125	BENDM	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	16123364615		
Email:	rerickson@merchantgould.com		
Correspondent Name:	Christopher J. Schulte		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	14972.00000058		
NAME OF SUBMITTER:	Christopher J. Schulte		
SIGNATURE:	/Christopher J. Schulte/		

OP \$190.00 1630803

DATE SIGNED:	07/18/2023
---------------------	------------

Total Attachments: 8

- source=TM Assignment WORLD AND MAIN (CRANBURY), LLC#page1.tif
- source=TM Assignment WORLD AND MAIN (CRANBURY), LLC#page2.tif
- source=TM Assignment WORLD AND MAIN (CRANBURY), LLC#page3.tif
- source=TM Assignment WORLD AND MAIN (CRANBURY), LLC#page4.tif
- source=TM Assignment WORLD AND MAIN (CRANBURY), LLC#page5.tif
- source=TM Assignment WORLD AND MAIN (CRANBURY), LLC#page6.tif
- source=TM Assignment WORLD AND MAIN (CRANBURY), LLC#page7.tif
- source=TM Assignment WORLD AND MAIN (CRANBURY), LLC#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) dated as of this 31st day of March, 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 True Value Company, L.L.C., a Delaware limited liability company, (the “**Assignee**”). Assignors and Assignee are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Assignors and H2 Acquisition, LLC (as assignee of Gordon Brothers Commercial & Industrial, LLC, on behalf of its contractual joint venture with Nations Capital, Inc., the “**Buyer**”) are parties to that certain Asset Purchase Agreement, dated as of March 7, 2023 (as amended from time to time in accordance with its terms, the “**Purchase Agreement**”), pursuant to which, among other things, Assignors desire to sell, assign, transfer, convey and deliver to Buyer (as defined below), and Buyer (or its respective assignees) desires to purchase and assume from Assignor, the Acquired Assets and the Assumed Liabilities;

WHEREAS, pursuant to Section 13.2 of the Purchase Agreement, the Buyer and Assignee are parties to that certain Designated Buyer Agreement, dated as of March 7, 2023, wherein the Buyer assigned to Assignee the right to acquire the Designated Assets (as defined in that certain Assignment and Assumption Agreement, dated as of the date hereof, by and between the Assignors and Assignee (the “**Partner Assignment Agreement**”)) and the obligation to assume the Designated Liabilities (as defined in the Partner Assignment Agreement); and

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

NOW, THEREFORE, IT IS AGREED THAT:

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 Intellectual Property that constitutes a Designated Asset (as defined in the Designated Buyer Agreement) including as set forth on Schedule 1 hereto (collectively, the “**Designated Intellectual Property**”).

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

4. 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.

5. Further Assurances. The Assignee 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.

6. 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.

7. Entire Agreement; Amendment. The Purchase Agreement (including the schedules thereto), the Sale Order, and this 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 Assignment may be amended or modified only with the prior written consent of the Parties.

8. 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.

9. 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.


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

[SIGNATURE PAGE FOLLOWS]


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: Secretary


NOVA WILDCAT SHUR-LINE, LLC

By: 
Name: David Williamson
Title: Vice-President and Secretary


HBC HOLDINGS LLC

By: 
Name: David Williamson
Title: Secretary

WORLD AND MAIN (AIR), LLC


By: 
Name: David Williamson
Title: Secretary

HBC CHEMICAL LLC


By: 
Name: David Williamson
Title: Secretary

[Signature Page to Assignment of Intellectual Property]


WORLD AND MAIN (CRANBURY), LLC

By: 
Name: David Williamson
Title: Secretary

HBC/FQ LLC

By: 
Name: David Williamson
Title: Secretary

WORDLOCK, INC.

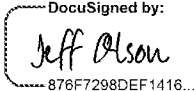
By: 
Name: David Williamson
Title: Secretary

[Signature Page to Assignment of Intellectual Property]

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

ASSIGNEE:

TRUE VALUE COMPANY, L.L.C.

By:  _____
Name: Jeff Olson
Title: Senior Vice President and Chief Financial Officer

SCHEDULE 1
DESIGNATED INTELLECTUAL PROPERTY
(see attached)

World and Main, LLC – Global Trademarks

TM Record	Mark/Name	Status/Key Dates	Full Goods/Services	Owner Information	App. No./Reg. No.
US Federal Q3 uf 2	<u>STUDIO 5</u>	Renewed, January 19, 2021 Office Status: Registered and Renewed Int'l Class: 16 First Use: November 1, 1979 Filed: November 8, 1988 Registered: January 8, 1991 Last Renewal: January 8, 2021 Register Type: Principal Register	Int'l Class: 16 (Int'l Class: 16) artist and paint brushes	World and Main (Cranbury), LLC (Delaware Limited Liability Company) 324A HALF ACRE ROAD, Cranbury, NJ 08512 United States of America	RN: 1630803 SN: 73762604
US Federal Q3 uf 4	<u>PERFECT PAINTER</u>	Renewed, September 11, 2015 Office Status: Registered and Renewed Int'l Class: 16 First Use: November 1, 1979 Filed: September 6, 1994 Registered: September 26, 1995 Last Renewal: September 26, 2015 Register Type: Principal Register	Int'l Class: 16 (Int'l Class: 16) paint brushes and similar paint applicators	World and Main (Cranbury), LLC (Delaware Limited Liability Company) 324A HALF ACRE ROAD, Cranbury, NJ 08512 United States of America	RN: 1921955 SN: 74570048
US Federal Q3 uf 6	<u>WHITE DIAMOND</u>	Renewed, July 4, 2016 Office Status: Registered and Renewed Int'l Class: 16 First Use: January 20, 1995 Filed: August 28, 1995 Registered: September 17, 1996 Last Renewal: September 17, 2016 Register Type: Principal Register	Int'l Class: 16 (Int'l Class: 16) paint rollers [paint brushes and similar paint applicators]	World and Main (Cranbury), LLC (Delaware Limited Liability Company) 324A HALF ACRE ROAD, Cranbury, NJ 08512 United States of America	RN: 2001221 SN: 74723581
US Federal Q3 uf 27	<u>LE PETITE</u>	Renewed, April 12, 2019 Office Status: Registered and Renewed Int'l Class: 16 First Use: May 1, 2007 Filed: March 27, 2008 Registered: June 9, 2009 Last Renewal: June 9, 2019 Register Type: Principal Register	Int'l Class: 16 (Int'l Class: 16) Paint brushes	World and Main (Cranbury), LLC (Delaware Limited Liability Company) 324A HALF ACRE ROAD, Cranbury, New Jersey 08512 United States of America	RN: 3633858 SN: 77433804
US Federal Q3 uf 41	<u>LOOP 'N LOCK</u>	Registered, May 11, 2021 Office Status: Section 8-Accepted Int'l Class: 06 First Use: July 31, 2014 Filed: October 24, 2013 Registered: February 24, 2015 Register Type: Principal Register	Int'l Class: 06 (Int'l Class: 06) Metal bicycle locks	World and Main (Cranbury), LLC (Delaware Limited Liability Company) 324A HALF ACRE ROAD, Cranbury, New Jersey 08512 United States of America	RN: 4693183 SN: 86100208
US Federal Q3 uf 42	<u>MATCHKE Y</u>	Registered, January 6, 2022 Office Status: Section 8-Accepted Int'l Class: 06 First Use: December 31, 2013 Filed: October 24, 2013 Registered: July 21, 2015 Register Type: Principal Register	Int'l Class: 06 (Int'l Class: 06) Metal locks	World and Main (Cranbury), LLC (Delaware Limited Liability Company) 324A HALF ACRE ROAD, Cranbury, New Jersey 08512 United States of America	RN: 4777968 SN: 86100476

TM Record	Mark/Name	Status/Key Dates	Full Goods/Services	Owner Information	App. No./Reg. No.
US Federal Q3 uf 60	<u>BENDM</u>	Registered, July 2, 2019 Office Status: Registered Int'l Class: 06 First Use: February 1, 2019 Filed: October 31, 2018 Registered: July 2, 2019 Register Type: Principal Register	Int'l Class: 06 (Int'l Class: 06) Bicycle locks; Metal locks	World and Main (Cranbury), LLC (Delaware Limited Liability Company) 324A Half Acre Road, Cranbury, New Jersey 08512 United States of America	RN: 5796125 SN: 88176822