

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841341

<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>
Pro Drain Systems, Inc.		06/01/2022	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	White Cap, L.P.		
<b>Street Address:</b>	6250 Brook Hollow Pkwy # 100		
<b>City:</b>	Norcross		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30071		
<b>Entity Type:</b>	Limited Partnership: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5302295	BASIN BAG PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853155		
<b>Email:</b>	trademarks@troutman.com		
<b>Correspondent Name:</b>	Austin Padgett, Esq.		
<b>Address Line 1:</b>	600 Peachtree Street NE, Suite 3000		
<b>Address Line 2:</b>	Troutman Pepper		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	258269.000001		
<b>NAME OF SUBMITTER:</b>	Austin Padgett		
<b>SIGNATURE:</b>	/Austin Padgett/		
<b>DATE SIGNED:</b>	09/22/2023		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment Agreement"), dated as of June 1, 2022 (the "Closing Date"), is entered into by and between White Cap, L.P., a Florida limited partnership ("Buyer"), and Pro Drain Systems, Inc., a Michigan corporation (the "Company").

WHEREAS, Buyer, the Company, Construction Supply, Inc., a Michigan corporation (d/b/a CSI Geoturf) ("CSI"), and Donn Ellis, an individual, have entered into an Asset Purchase Agreement dated as of April 29, 2022 (the "Purchase Agreement"), providing for, among other things, the purchase by Buyer of certain assets from the Company and CSI, and the assumption of certain liabilities as described in the Purchase Agreement;

WHEREAS, the Company was the sole and exclusive owner of all right, title and interests in and to the trademark and its registration listed on Schedule A (collectively, the "Mark"); and

WHEREAS, Buyer, pursuant to the Purchase Agreement, has acquired the all rights, title and interests in and to the Mark and the associated goodwill established by the Company's use of the Mark.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties do hereby agree as follows:

1. The Company hereby irrevocably sells, assigns, transfers and sets over to Buyer, its successors and permitted assigns, without reservation, all right, title and interest in and to the Mark and its associated goodwill.

2. The Company further assigns to Buyer, its successors, and permitted assigns, the right to assert the Mark and to collect for all royalties, fees and other income and all proceeds to past, present and future infringements, and all rights corresponding thereto for the Mark.

3. The Company hereby agrees to execute and deliver all papers, instruments, and assignments, and to perform any other reasonable acts Buyer may require in order to assist in the registration and protection of the Mark and to secure and to protect the assignments set forth in this Trademark Assignment Agreement, including, without limitation, the execution and delivery of any reasonably necessary documentation and the provision of reasonable cooperation as to any matters set forth in Section 2.

4. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and provisions of this Trademark Assignment Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

5. This Trademark Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

6. THIS TRADEMARK ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE OTHER THAN CONFLICT OF LAWS PRINCIPLES THEREOF DIRECTING THE APPLICATION OF ANY LAW OTHER THAN THAT OF THE STATE OF DELAWARE.

7. This Trademark Assignment Agreement is effective as of the Closing Date and shall be binding upon the parties, their successors and permitted assigns, and all others acting by, through, with or under their direction, and all those in privity with them.

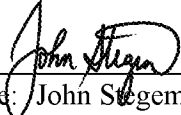
8. This Trademark Assignment Agreement and any rights hereunder shall not be assigned, hypothecated or otherwise transferred by the Company without the prior written consent of Buyer, which consent may be withheld for any reason or no reason. Any assignment, hypothecation or transfer in contravention of this provision shall be void.

*[Execution Page to Follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be executed and delivered as of the Closing Date.

**WHITE CAP, L.P.**

By: Construction Supply Holdings, LLC,  
a Delaware limited liability company  
Its: General Partner

By:   
Name: John Segeman  
Title: Chief Executive Officer

**PRO DRAIN SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Donn Ellis  
Title: President

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be executed and delivered as of the Closing Date.

**WHITE CAP, L.P.**

By: Construction Supply Holdings, LLC,  
a Delaware limited liability company  
Its: General Partner

By: \_\_\_\_\_  
Name: John Stegeman  
Title: Chief Executive Officer

**PRO DRAIN SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Donn Ellis  
Title: President

*[Signature Page to Trademark Assignment Agreement]*

**Schedule A  
List of Trademarks**

<b>Mark</b>	<b>Registration Number</b>
BASIN BAG PLUS	5,302,295