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Assignment ID: TMI55595

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Safety Supply Illinois, LLC		01/19/2024	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Company Name:	Lawson Products, Inc.	
Street Address:	ess: 8770 W. Bryn Mawr Avenue, Suite 900	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	Code: 60631-3515	
Entity Type:	y Type: Corporation: ILLINOIS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5425733	E EMERGENT SAFETY SUPPLY

CORRESPONDENCE DATA

Fax Number:

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: 3127017773

Email: ipdocket@mayerbrown.com,dvirtue@mayerbrown.com

Correspondent Name: Mr. Daniel Virtue
Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60190-2828

NAME OF SUBMITTER:	Daniel Virtue
SIGNATURE:	Daniel Virtue
DATE SIGNED:	02/27/2024

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of January 19, 2024, by and between Safety Supply Illinois, LLC, an Illinois limited liability company ("Assignor"), and Lawson Products, Inc., an Illinois corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

- Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Parties and Mary Porter and Richard Porter (the "Purchase Agreement").
- 2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, assigns, conveys and delivers to Assignee, its successors and assigns, and Assignee hereby acquires and takes delivery from Assignor, all right, title and interest in and to all Business Intellectual Property, including but not limited to, the Business Intellectual Property set forth on Exhibit A attached hereto, free and clear of all Liens, together with the goodwill of the business associated with such Business Intellectual Property, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of, or in connection with, any and all past, present or future infringements of such Business Intellectual Property, the right to grant licenses or other interests therein, and the right to otherwise fully and entirely stand in the place of Assignor in all matters related thereto. Assignor hereby expressly and forever waives any and all rights in connection with the Business Intellectual Property of Assignor arising under 17 U.S.C. § 106A, and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of a similar nature as those conveyed under 17 U.S.C. § 106A, or any other type of "moral right" or droit moral with respect to such Business Intellectual Property.
- 3. Cooperation. Assignor agrees to reasonably cooperate with Assignee in any recordal of any Business Intellectual Property conveyed through this Assignment with the U.S. Patent & Trademark Office, any U.S. state-level Secretary of State Office, and/or any other U.S. or foreign governmental entity or regulatory body, to effectuate the intent of this Assignment, and to execute any and all documents that are necessary to accomplish any such recordals.
- 4. Recordal. Assignor hereby authorizes and requests the Register of Copyrights of the United States of America, the Commissioner of Patents and Trademarks of the United States of America, or any other official of any applicable U.S. or foreign governmental authority to record Assignee as owner of the Business Intellectual Property and to issue any and all registrations, including renewals thereof, to and in the name of Assignee.
- 5. Further Assistance. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

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- 6. <u>Conflicts with Purchase Agreement</u>. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, expand or limit in any way the representations, warranties, covenants, agreements, indemnities or any other terms of the Purchase Agreement, all of which remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern. Nothing contained in this Assignment is intended to limit any of the rights or remedies available to the Assignee or Assignor under the Purchase Agreement.
- 7. <u>Governing Law</u>. This Assignment and all claims or causes of action that are based on, arise out of, or relate to this Assignment shall be governed by and construed, interpreted and enforced in accordance with the internal laws of the State of Delaware, without regard to any choice or conflict of law principles or rules thereof.
- 8. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective permitted successors, assigns, heirs, and legatees, and nothing in this Assignment, expressed or implied, is intended to confer on any other person, and third parties who are expressly given rights hereunder, any rights, remedies, or liabilities under or by reason of this Assignment. Neither this Assignment nor any of the rights or obligations hereunder shall be assignable by either Party without the prior written consent of the other Party hereto. Notwithstanding the foregoing, but subject to the terms of the Purchase Agreement, Assignee may freely assign its right hereunder without restriction to an Affiliate of Assignee or to a lender of Assignee or any of its Affiliates in connection with a financing
- 9. <u>Amendment and Modification; Waiver</u>. This Assignment may be amended or modified only by a written instrument signed by Assignee and Assignor. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 10. <u>Counterparts</u>. This Assignment may be executed in counterparts (including by electronic transmission or portable document format (.pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed and delivered as of the date first written above.

ASSIGNOR:

SAFETY SUPPLY ILLINOIS, LLC

Name: MARY FOR

Title: MANAGEN

ASSIGNEE:

LAWSON PRODUCTS, INC.

- DocuSigned by: Ron knutson By: L 2A0D0B4F344E4FD...
Name: Ronald Knutson

Title: Executive Vice President, Chief Financial

Officer and Treasurer

Exhibit A

- 1. U.S. trademark for EMERGENT SAFETY SUPPLY (and Design) (Reg. No. 5,425,733)
- 2. The following domain names:
 - a. https://www.emergentsafety.com
 - b. www.emergentsafety.net
 - c. www.emergentsafetysupply.com
 - d. www.emergentsafetysupply.net

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REEL: 008358 FRAME: 0430

RECORDED: 02/27/2024