

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hox Management, L.P.		10/31/2012	LIMITED PARTNERSHIP: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	McClure-Johnston Company		
Street Address:	200 Commonwealth Drive		
City:	Warrendale		
State/Country:	PENNSYLVANIA		
Postal Code:	15086		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2473312	MCCLURE JOHNSTON	
Registration Number:	2499866	MCCLURE JOHNSTON COMPANY MJ QUALITY SERVICE SINCE 1914	
CORRESPONDENCE DATA			
Fax Number:	3012302891		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	301-230-5242		
Email:	evonvorys@shulmanrogers.com		
Correspondent Name:	Eric J. von Vorys		
Address Line 1:	12505 Park Potomac Avenue		
Address Line 2:	Sixth Floor		
Address Line 4:	Potomac, MARYLAND 20854		
ATTORNEY DOCKET NUMBER:	107374.042		
NAME OF SUBMITTER:	Eric J. von Vorys		

CH \$65.00 2473312

Signature:	/EricJvonVorys/
Date:	04/04/2013
Total Attachments: 10 source=Trademark Assignment between HMLP and McClure#page1.tif source=Trademark Assignment between HMLP and McClure#page2.tif source=Trademark Assignment between HMLP and McClure#page3.tif source=Trademark Assignment between HMLP and McClure#page4.tif source=Trademark Assignment between HMLP and McClure#page5.tif source=Trademark Assignment between HMLP and McClure#page6.tif source=Trademark Assignment between HMLP and McClure#page7.tif source=Trademark Assignment between HMLP and McClure#page8.tif source=Trademark Assignment between HMLP and McClure#page9.tif source=Trademark Assignment between HMLP and McClure#page10.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of October 31, 2012, by and between HOX MANAGEMENT, L.P., a Pennsylvania limited partnership ("Assignor"), and McCLURE-JOHNSTON COMPANY, a Pennsylvania corporation ("Assignee") (each a "Party," and together the "Parties").

WHEREAS, Assignee and Beacon Sales Acquisition, Inc. contemplate entering into a certain Stock Purchase Agreement dated as of November 1, 2012 (the "Closing Date") (the "Purchase Agreement"), pursuant to which, as of the Closing Date, Assignee is to have acquired all of Assignor's right, title and interest in and to all of the Trademarks (as defined in the Purchase Agreement), including, without limitation, those two (2) service marks set forth in **Exhibit A** hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, including all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both Parties. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.


4. Effective. This Assignment shall be effective on the date hereof.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date hereof.

ASSIGNOR:

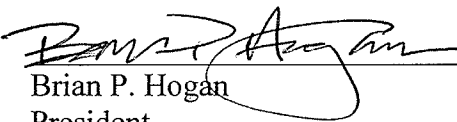
HOX MANAGEMENT, L.P.

By: Hox Holdings, Inc., its general partner

By: 
John D. Oxenreiter
Secretary and Treasurer

ASSIGNEE:

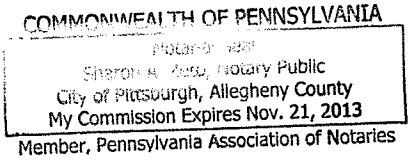
McCLURE-JOHNSTON COMPANY

By: 
Brian P. Hogan
President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

BEFORE ME, the undersigned authority, on this 31st day of October, 2012, personally appeared John D. Oxenreiter, Secretary and Treasurer of Hox Holdings, Inc., a Pennsylvania corporation that is the General Partner of Hox Management, L.P., a Pennsylvania limited partnership, known to me to be the person who signed the foregoing Assignment on behalf of such corporation and partnership, and acknowledged to me that he executed the foregoing Assignment on behalf thereof for the purposes therein expressed.



Sharon A Zito
Notary Public, Commonwealth of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

BEFORE ME, the undersigned authority, on this 31st day of October, 2012, personally appeared Brian P. Hogan, President of McClure-Johnston Company, a Pennsylvania corporation, known to me to be the person who signed the foregoing Assignment on behalf of such corporation, and acknowledged to me that he executed the foregoing Assignment on behalf thereof for the purposes therein expressed.

Sharon A Zito

Notary Public, Commonwealth of Pennsylvania

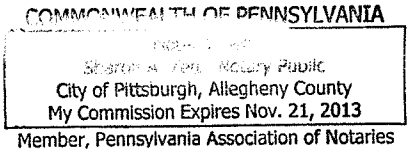


EXHIBIT A

ASSIGNED TRADEMARKS

Trademark	Class/Goods and Services	Current Owner	Registration Number	Registration Date	Country of Registration	Territory
McCLURE-JOHNSTON	IC 35; Prior U.S. Cls. 100, 101 and 102	Hox Management, L.P.	2,473,312	July 31, 2001	USA	USA
McCLURE-JOHNSTON Company Logo	IC 35; Prior U.S. Cls. 100, 101 and 102	Hox Management, L.P.	2,499,866	October 23, 2001	USA	USA

[See Attached Depictions.]

**Requirements for Maintaining a
Federal Trademark Registration**

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Nicholas P. Lodici

Acting Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 004999 FRAME: 0008

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