

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630082

<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>
Travis Roofing Supply of Austin, LLC		08/23/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SRS Distribution Inc.		
<b>Street Address:</b>	7440 S. Hwy 121		
<b>City:</b>	McKinney		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75070		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88193977	TRAVIS ROOFING SUPPLY	
<b>Serial Number:</b>	88173383	TRAVIS ROOFING SUPPLY	
<b>Serial Number:</b>	88470233	ALPHA REPORTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148558200		
<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>	2148558000		
<b>Email:</b>	chris.andersen@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Linda M. Merritt		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 3600		
<b>Address Line 2:</b>	Norton Rose Fulbright US LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-7932		
<b>ATTORNEY DOCKET NUMBER:</b>	1000234757		
<b>NAME OF SUBMITTER:</b>	Chris R Andersen		
<b>SIGNATURE:</b>	/Chris R Andersen/		
<b>DATE SIGNED:</b>	03/04/2021		
<b>Total Attachments: 17</b>			
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**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of August 23, 2019 (this "Agreement"), is by and among the entities listed on Exhibit A hereto ("Sellers" and individually, each a "Seller") and SRS Distribution Inc., a Delaware corporation ("Buyer").

WHEREAS, Sellers, Buyer and certain other parties thereto have entered into that certain Asset Purchase Agreement, dated as of August 23, 2019 (the "Asset Purchase Agreement"), pursuant to which (i) each Seller (and to the extent any Member has any right, title or interest, such Member) has agreed to sell, transfer, assign and deliver to Buyer and Buyer agreed to purchase and take from each Seller (and each Member, to the extent applicable), the Purchased Assets, and (ii) Buyer has agreed to assume the Assumed Liabilities, in each case upon the terms and subject to the conditions set forth therein; and

WHEREAS, the execution and delivery of this Agreement by each Seller and Buyer is a condition to the obligation of the parties to the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

1. Transfer of Purchased Assets. Effective as of the Closing, each Seller does hereby sell, transfer, assign, convey and deliver to Buyer all of such Selling Party's right, title and interest in and to the Purchased Assets, free and clear of all Liens, and Buyer does hereby accept the sale, transfer, assignment, conveyance and delivery of all of such Selling Party's right, title and interest in and to the Purchased Assets. Notwithstanding anything in this Agreement or the Asset Purchase Agreement to the contrary, each Selling Party is retaining ownership and possession of, and is not selling, transferring, conveying, assigning or delivering to Buyer, any right, title or interest in, to or under, any asset other than the Purchased Assets.

2. Assumption of Assumed Contracts and Assumed Liabilities. As part of the consideration for Buyer's purchase of the Purchased Assets, Buyer (a) assumes, undertakes and agrees to timely pay, satisfy, perform or discharge in accordance with the terms thereof all obligations and liabilities of any kind arising out of, or required to be performed under, the Assumed Contracts (other than the Real Property Leases) and the Assumed Liabilities from and after the Closing and (b) assumes, undertakes and agrees to pay, satisfy, perform or discharge in accordance with the terms thereof all of the Assumed Contracts (other than the Real Property Leases) and the Assumed Liabilities and all obligations and liabilities of any kind arising out of Buyer's assumption of the Assumed Contracts (other than the Real Property Leases) and the Assumed Liabilities.

3. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. Terms of the Asset Purchase Agreement. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Agreement, express or implied, is intended to or shall be construed to in any way modify, expand or limit the terms of the Asset Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

5. Counterparts. This Agreement may be executed in two or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Agreement evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received signature pages from all parties signatory to this Agreement.

6. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

7. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

8. Further Assurances. From and after the date of this Agreement, each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

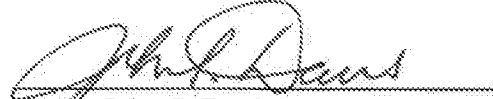
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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first written above.

**BUYER:**

**SRS DISTRIBUTION INC.**

By:



Name: John S. Davis

Title: Vice President

**SELLERS:**

**TRAVIS ROOFING SUPPLY OF AUSTIN,  
LLC**

*E. Dale Lowe*

By: \_\_\_\_\_  
Name: E. Dale Lowe  
Title: Chairman

## **Exhibit A**

### **Sellers**

1. Travis Roofing Supply of Austin, LLC;
2. Travis Roofing Supply of Boise, LLC;
3. Travis Roofing Supply of Cleveland, LLC;
4. Travis Roofing Supply of Columbus, LLC;
5. Travis Roofing Supply of E. Atlanta, LLC;
6. Travis Roofing Supply of Ft. Worth, LLC;
7. Travis Roofing Supply of Houston, LLC;
8. Travis Roofing Supply HQ, LLC;
9. Travis Roofing Supply of Lexington, LLC;
10. Travis Roofing Supply of Louisville, LLC;
11. Travis Roofing Supply of Memphis, LLC;
12. Travis Roofing Supply of N. Atlanta, LLC;
13. Travis Roofing Supply of N. Dallas, LLC;
14. Travis Roofing Supply of N. Houston, LLC
15. Travis Roofing Supply of Nashville, LLC.
16. Travis Roofing Supply of New Orleans, LLC;
17. Travis Roofing Supply of Norfolk, LLC;
18. Travis Roofing Supply of Orlando, LLC;
19. Travis Roofing Supply of Salt Lake City, LLC;
20. Travis Roofing Supply of San Antonio, LLC;
21. Travis Roofing Supply of St. Louis, LLC; and
22. Travis Roofing Supply of Tulsa, LLC.

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of August 23, 2019, is made and entered into by and among SRS Distribution Inc., a Delaware corporation (“Buyer”), the entities listed on Schedule 1.01 (“Sellers” and individually, each a “Seller”), solely for the purposes stated herein, each of the members of Sellers listed on Schedule 1.02, the “Members” and, the Members together with Sellers, the “Selling Parties”), and Travis Roofing Supply HQ, LLC, in its capacity as the representative of Sellers appointed pursuant to Section 11.15 of this Agreement (the “Sellers’ Representative”).

WHEREAS, Sellers are engaged in the Business (as defined herein);

WHEREAS, Sellers desire to sell certain of the assets that are used in connection with the Business, and Buyer desires to purchase such assets from Sellers, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Principals and the other Members will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement, including benefits as a result of such Members’ direct or indirect ownership interest in one or more Seller, and as a condition and inducement to Buyer’s execution and delivery hereof, Buyer has required that (i) the Principals agree to the noncompetition and/or nonsolicitation provisions as set forth in the Restrictive Covenant Agreements contemplated herein and (ii) the other Members agree to enter into employment agreements containing noncompetition and/or nonsolicitation provisions as set forth herein; and

WHEREAS, any capitalized terms used in this Agreement and not otherwise defined in the body hereof, have the meanings given to such terms in Section 11.12 of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I Purchase of Assets

1.1 Purchase of Assets. As of the Closing Date, each Seller (and to the extent any Member has any right, title or interest, such Member) hereby agrees to sell, transfer, assign and deliver to Buyer all of such Seller’s (and if applicable, such Member’s) right, title and interest in, to and under the Purchased Assets, and Buyer agrees to purchase and take the Purchased Assets free and clear of Liens, on the terms and subject to the conditions set forth in this Agreement. Subject to the provisions of Section 1.2, “Purchased Assets” means all tangible and intangible assets used in, generated by or associated with the Business, and specifically includes:

- (a) all inventory located at any facility used in connection with the Business, including at the branches set forth on Schedule 1.1(a) (the “Branches”), based on a physical count to be made by Buyer and Sellers beginning on the Closing Date pursuant to Section 1.6(a), and not otherwise specifically excluded pursuant to Section 1.2 (“Inventory”);



(b) all trade accounts receivable related to, or having arisen from, the Business and all contract rights, guaranties and other debt obligations associated with such accounts receivable (“Accounts Receivable”) (except any Retained AR following Closing pursuant to Section 1.6(d)), and all vendor receivables, including rebates and special buy income earned but not yet collected;

(c) all prepaid expenses (other than those expenses set forth on Schedule 1.2), deposits and petty cash related to the Business held at the Branches;

(d) all personal property related to the Business, including all furniture, equipment, vehicles and leasehold improvements listed on Schedule 2.3 (“Fixed Assets”);

(e) all right, title and interest related to the Business (i) under the Assumed Contracts (as defined in Section 2.14(b)), including all claims, counterclaims, cross claims, defenses, causes of action, rights or recourse with respect to the Assumed Contracts and (ii) to any leasehold estate in the Real Property;

(f) all customer lists related to the Business, and all related files and other data;

(g) all goodwill related to the Business (“Goodwill”);

(h) all Permits (as defined in Section 2.11) used in connection with the Business, to the extent such Permits are legally transferable to Buyer;

(i) all Intellectual Property of Sellers, including all right, title and interest in and to (A) Sellers’ common law trade name “Travis Roofing Supply” (and all similar derivations) and all internet domain names associated with such trade name or the Business and (b) Sellers’ registered trademarks for the “Travis Roofing Supply” name or logo;

(j) all claims, counterclaims, cross claims, defenses, causes of action, rights or recourse of such Seller against any third Persons relating to the Business or the Purchased Assets, whether choate or inchoate, known or unknown, contingent or non-contingent;

(k) all books, records, ledgers, disks, proprietary information and other data used in connection with the Purchased Assets and the Business (including any and all written or electronic depositories of such information, but excluding Sellers’ income franchise or similar Tax records) and any and all warranties relating to the Purchased Assets; and

(l) all rights of such Seller under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold or services provided to such Seller or to the extent affecting any Purchased Assets.

1.2 Excluded Assets. It is hereby expressly acknowledged and agreed that certain assets shall remain the sole property of Sellers and these assets (collectively, “Excluded Assets”) are:

(a) all capital stock or equity interests of any Seller or any of their respective Affiliates (other than assets used in the Business); provided, however, for the avoidance of doubt, the parties hereto understand and agree that assets used in the Business owned by any such Seller or Affiliate prior to the Closing (and not excluded by another provision of this Section 1.2) are not excluded and remain Purchased Assets;

(b) all limited liability company records of any Seller not otherwise identified in Section 1.1;

(c) all Inventory excluded pursuant to Section 1.6(a) below (“Excluded Inventory”);

(d) all Retained AR pursuant to Section 1.6(d) below;

(e) all related party or Affiliate Accounts Receivable and other non-trade or non-vendor-related receivables of such Seller;

(f) all cash and cash equivalents (except as set forth in Section 1.1(c)), all notes receivable, allowances for doubtful accounts and deferred taxes;

(g) all claims of Sellers for refunds of Taxes to the extent such Taxes are Excluded Liabilities; and

(h) other specific assets which are to be excluded from the purchase of the Business, as listed on Schedule 1.2.

For the avoidance of doubt, the Excluded Assets are not deemed Purchased Assets under this Agreement.

1.3 Assumed Liabilities. At the Closing, Buyer will only assume liabilities or obligations of any nature, whether absolute, accrued, contingent, liquidated or otherwise, and whether due or to become due, asserted or unasserted, known or unknown (collectively, “Liabilities”) relating to (a) each Seller’s accounts payable as calculated pursuant to Section 1.6(a), (b) each Seller’s customer deposits and customer rebates payable, and (c) all of each Seller’s future performance obligations relating to the operation of the Business after the Closing arising under the Assumed Contracts and any Liabilities arising under such Assumed Contracts but in each case only with respect to any breaches of such contracts occurring after the Closing Date or any damages to third Persons resulting from acts, omissions or events occurring after the Closing Date (collectively, the “Assumed Liabilities”).

1.4 Excluded Liabilities. Other than the Liabilities specifically set forth in Section 1.3, Buyer is not assuming any further Liabilities (collectively, the “Excluded Liabilities”). The Excluded Liabilities include, but are not limited to, all of the Liabilities set forth below:

(a) Liabilities in respect of the Excluded Assets;

(b) Liabilities relating to Litigation;

has threatened, or notified any Seller of any intention to terminate or materially alter its relationship with such Seller, there has been no material change in pricing or pricing structure (other than changes in the ordinary course of business, consistent with past practice) with any Material Customer and there has been no material dispute with a Material Customer, in each case since each Seller's most recent fiscal year end.

#### 2.16 Warranties.

(a) Set forth on Schedule 2.16 are the terms of service and warranties under which each Seller provides products and services to its customers. Except as set forth on Schedule 2.16, no customers are entitled to or benefit from any service level or performance guarantees or any warranties with respect to the products and services provided by any Seller. In addition, except as set forth on Schedule 2.16, no customers are owed any rebates, refunds, credits or rights of set-off with respect to any products or services provided by any Seller prior to the Closing Date.

(b) No Seller has committed any act, and there has been no omission, which may result in, and there has been no occurrence which could reasonably be expected to give rise to, product Liability or Liability for breach of warranty (whether covered by insurance or not) on the part of any Seller, other than in the ordinary course of business, with respect to products sold or services rendered by such Seller prior to or on the Closing Date, including but not limited to Liabilities arising due to the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold by such Seller. To the Knowledge of Seller, no fact, circumstance or situation exists that would or would reasonably be expected to result in any product currently manufactured, sold or marketed by any Seller from maintaining any Underwriters Laboratory (UL), FM Global or similar certification, EN or similar certification in the jurisdiction of the products' intended use as marketed or sold or any approval or other certification by the EPA or any other environmental, health and safety Governmental Body in the jurisdiction of the products' intended use as marketed or sold, required to be received in respect of or material to such product as each such product is currently manufactured, sold and marketed. Material Safety Data Sheets for each product manufactured or sold by each Seller have been prepared and made available in compliance with applicable Law and industry best practices.

#### 2.17 Intellectual Property Rights.

(a) Set forth on Schedule 2.17(a) is a complete list of all internet domain names, Patents, other registered Intellectual Property owned by each Seller, pending applications for registration of Intellectual Property owned by each Seller, and material unregistered Intellectual Property owned by each Seller, including but not limited to copyrights (including software), inventions, trade secrets, trademarks, trade names, logos and service marks, material and manufacturing specifications and processes related to the Business. Schedule 2.17(a) lists (i) the jurisdictions in which each such item of Intellectual Property has been issued, registered, otherwise arises or in which any such application for such issuance and registration has been filed, (ii) the registration or application number and date, as applicable and (iii) the Seller that owns the item.

(b) Except as set forth on Schedule 2.17(b), each Seller owns all right, title and interest in and to the Intellectual Property, or uses such Intellectual Property under a valid license. All Intellectual Property owned by Sellers is valid, subsisting and enforceable.

(c) The Intellectual Property comprises all of the intellectual property and all intellectual property and proprietary rights necessary or desirable for the conduct of the Business as currently conducted by each Seller and as currently proposed to be conducted by each Seller. Each Seller owns or has the valid right to use all of the Intellectual Property. With respect to the Intellectual Property:

(i) Each Seller has executed valid written agreements with each former and current employee and contractor and other Persons who have contributed to the development of any Intellectual Property pursuant to which each such former and current employee and contractor has assigned to such Seller all their rights, title and interest in and to the Intellectual Property so developed such that such Seller has obtained ownership of, and is the exclusive owner of, all such Intellectual Property, in each case free and clear of all Liens or obligations to others;

(ii) No Seller has received any written notices of, nor, to the Knowledge of Sellers, are there any facts that indicate a likelihood of, any infringement or misappropriation by, or conflict with, any third Person with respect to the Intellectual Property, including any demand or request that such Seller licenses rights from a third Person;

(iii) The Intellectual Property and each Seller's use thereof in connection with the Business as previously, presently and as currently proposed to be conducted, have not infringed, misappropriated or otherwise come into conflict with any rights of any third Persons, and do not infringe, misappropriate or otherwise conflict with any such rights, and no Seller is aware of any infringement, misappropriation or conflict which will occur as a result of the continued operation of the Business as currently conducted or as currently proposed to be conducted;

(iv) No interference, opposition, reissue, reexamination, or other proceeding is pending or, to the Knowledge of Sellers, threatened, in which the scope, validity or enforceability of any Intellectual Property is being, has been, or could reasonably be expected to be contested or challenged; and

(v) No rights to any Patents are needed for Buyer, as of and after the Closing Date, to conduct the Business as currently conducted by each Seller and as currently proposed to be conducted by each Seller without infringing, misappropriating or violating any right of such Seller or any of its Affiliates with respect to the Patents. The operation

by Buyer of the Business after the Closing Date as currently conducted by each Seller and as currently proposed to be conducted by each Seller will not infringe, misappropriate or violate any rights of such Seller or its Affiliates with respect to the Patents.

(d) Except with respect to licenses of commercial off-the-shelf software, no Seller is required, obligated, or under any Liability whatsoever, to make any payments by way of royalties, fees or otherwise to any owner, licensor of, or other claimant to, any Intellectual Property, or any other Person, with respect to the use thereof or in connection with the Business as currently conducted or proposed to be conducted.

(e) Each Seller has taken adequate security measures to protect the secrecy, confidentiality and value of all the trade secrets included in the Intellectual Property and any other non-public, proprietary information included in the Intellectual Property, which measures are reasonable in the industry in which such Seller operates.

## 2.18 Environmental Matters.

(a) (i) Each Seller has conducted the Business, and the Business and the Purchased Assets are and have been, in material compliance with all applicable Environmental Laws, including by having all Permits required under any Environmental Law in connection with any aspect of the operation of the Business; (ii) no Seller has received any written, or to the Knowledge of Sellers, other notices, citation, demand letters or requests for information from any Governmental Body or other Person indicating that such Seller may be in violation of, or liable under, any Environmental Law in connection with the Business or relating to any of the Purchased Assets; (iii) no Hazardous Substance has been Released on, to or from the Real Property or as a result of any activity of any Seller in the operation of the Business; (iv) no Hazardous Substance has been Released on, to or from any facility formerly owned or operated by any Seller during such Seller's ownership or operation of such facility; (v) neither any Seller, in connection with the Business, nor any of the Purchased Assets is subject to any Liabilities or expenditures relating to any suit, action, proceeding, investigation, settlement, court order, administrative order, abatement requirement, regulatory requirement, judgment or claim asserted or arising under any Environmental Law; (vi) each Seller has satisfied and is currently in material compliance with all financial responsibility requirements applicable to the operation of the Business and imposed by any Governmental Body under any Environmental Laws; (vii) no Seller sells or has sold any product containing asbestos or that utilizes or incorporates asbestos-containing materials in any way; and (viii) the manufacture, distribution, sale and use of each Seller's products does not subject such Seller to liability under any Environmental Laws.

(b) Each Seller is and has been in material compliance with all aspects of TSCA that regulate the manufacture or sale of chemical substances or products by such Seller (which for the avoidance of doubt shall include, for each product of such Seller the manufacture of which is subject to TSCA, consistency of all starting materials and intermediates with the detailed chemistry and nomenclature submitted to the EPA for such product).

“Intellectual Property” means all of the following which are owned by, issued to, licensed to or used by each Seller in connection with the Business, along with all of such Seller’s interest in income, royalties, damages and payments accrued, due or payable as of the Closing Date or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world): (a) Patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, extension or reexamination thereof; (b) trademarks, trade names, service marks and trade dress and all translations, adaptations, derivations and combinations of the foregoing (and all logos related to the foregoing), together with all goodwill associated therewith; (c) copyrights and copyrighted works; (d) internet domain names; (e) all registrations, applications and renewals for any of the foregoing; (f) trade secrets and other Confidential Information or proprietary information, including ideas, know-how, related processes and techniques, research and development information, drawings, specifications, designs, plans, proposals and technical data and manuals; (g) computer software (including data and related documentation); and (h) all other intangible properties and rights used by such Seller in connection with the Business.

“to the Knowledge of Sellers” or “Known to Sellers” or terms of similar intent mean, with respect to a Seller, to the actual knowledge of the Members of such Seller after reasonable investigation into the subject matter of the representation, warranty or other statement qualified by such phrase, and shall not include the undisclosed knowledge of any other Person associated with Sellers to the extent such undisclosed knowledge is not otherwise Known to the Sellers are provided herein.

“Latest Balance Sheet” means the balance sheet of the Purchased Assets and Assumed Liabilities as of July 31, 2019, as set forth on Schedule 1.6(a), as may be amended as contemplated by Section 1.5(c).

“Law” shall mean any law, statute, regulation, ordinance, rule, rule of common law, order, decree, judgment, consent decree or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Body, including state, federal and foreign criminal and civil laws and/or related regulations.

“Lien” means any obligation, lien, Claim, pledge, security interest, Liability, charge, spousal interest (community or otherwise), contingency or other encumbrance or claim of any nature.

“Material Adverse Change” shall be deemed to have occurred if an event, change, condition or effect has occurred that, individually or together with all other events, changes, conditions or effects, would have, or could reasonably be expected to have, an material adverse effect on the Business, condition (financial or otherwise), capitalization, properties, Purchased Assets, Assumed Liabilities, conduct, operations, results of operations, or prospects of Sellers, taken as a whole (whether or not arising from transactions in the ordinary course of business).

“Patents” means all of each Seller’s and its respective Affiliates’ rights, title and interest (including license rights) in and to (a) all inventions (whether or not patentable and whether or not

IN WITNESS WHEREOF, Buyer, the Sellers' Representative, Sellers and the Members have executed this Agreement as of the date written on the first page hereof.

**BUYER:**

**SRS DISTRIBUTION INC.**

By: 

Name: John S. Davis

Title: Vice President

IN WITNESS WHEREOF, Buyer, the Sellers' Representative, Sellers and the Members have executed this Agreement as of the date written on the first page hereof.

**SELLER:**

TRAVIS ROOFING SUPPLY OF AUSTIN, LLC

By: E. Dale Lowe  
Name: E. DALE LOWE  
Title: CHARMAN

**MEMBERS:**

E. Dale Lowe  
Name: E. Dale Lowe

Michael B.  
Name: Michael M. Boy

Sara Wilkus  
Name: Sara Wilkus



IN WITNESS WHEREOF, Buyer, the Sellers' Representative, Sellers and the Members have executed this Agreement as of the date written on the first page hereof.

**SELLER:**

TRAVIS ROOFING SUPPLY OF AUSTIN, LLC

By: \_\_\_\_\_

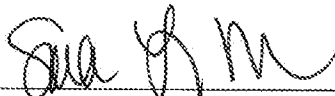
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MEMBERS:**

\_\_\_\_\_  
Name: E. Dale Lowe

\_\_\_\_\_  
Name: Michael W. Boy

  
\_\_\_\_\_  
Name: Sara Wilkus

## **Schedule 1.01**

### **Sellers**

1. Travis Roofing Supply of Austin, LLC;
2. Travis Roofing Supply of Boise, LLC;
3. Travis Roofing Supply of Cleveland, LLC;
4. Travis Roofing Supply of Columbus, LLC;
5. Travis Roofing Supply of E. Atlanta, LLC;
6. Travis Roofing Supply of Ft. Worth, LLC;
7. Travis Roofing Supply of Houston, LLC;
8. Travis Roofing Supply HQ, LLC;
9. Travis Roofing Supply of Lexington, LLC;
10. Travis Roofing Supply of Louisville, LLC;
11. Travis Roofing Supply of Memphis, LLC;
12. Travis Roofing Supply of N. Atlanta, LLC;
13. Travis Roofing Supply of N. Dallas, LLC;
14. Travis Roofing Supply of N. Houston, LLC
15. Travis Roofing Supply of Nashville, LLC.
16. Travis Roofing Supply of New Orleans, LLC;
17. Travis Roofing Supply of Norfolk, LLC;
18. Travis Roofing Supply of Orlando, LLC;
19. Travis Roofing Supply of Salt Lake City, LLC;
20. Travis Roofing Supply of San Antonio, LLC;
21. Travis Roofing Supply of St. Louis, LLC; and
22. Travis Roofing Supply of Tulsa, LLC.

**Schedule 2.17(a)**

**Registered Intellectual Property**

Patent registrations and applications:

None.

Trademarks registrations and applications:

<b>Travis Roofing Supply of Austin Trademark Registrations:</b>		
<u>US Application Serial No.</u>	<u>Status</u>	<u>Description</u>
88193977	6/25/19 Registered	Literal "Travis Roofing Supply"
88173383	6/25/19 Registered	Wolf badge image with words "Travis Roofing Supply"
88470233	6/12/19 Application. Awaiting Examination	Literal "Alpha Reports"

Domain names:

travissupply.com  
travisroofingsupply.com  
trssupply.com

Unregistered intellectual property:

WolfGuard  
Armada