

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802470

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UPSCO, Inc.		04/10/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Core & Main LP		
Street Address:	1830 Craig Park Court		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63146		
Entity Type:	Limited Partnership: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6158815	CONNECTIONS. FOR LIFE.	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Benjamin J. Siders		
Address Line 1:	Lewis Rice LLC		
Address Line 2:	600 Washington Avenue, Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:		Michelle Chapman	
SIGNATURE:		/Michelle Chapman/	
DATE SIGNED:		04/12/2023	
Total Attachments: 6			
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OP \$40.00 6158815

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “IP Assignment”), dated as of April 10, 2023, is made by UPSCO, Inc., an New York corporation (“Seller”), in favor of Core & Main LP, a Florida limited partnership (“Buyer”) and purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of March 13, 2023 (the “Asset Purchase Agreement”), by and between Buyer, Seller and the other parties thereto.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, such trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable

request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. 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. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the United States and the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

In Witness Whereof, Seller has duly executed and delivered, and Buyer has agreed to and accepted, this IP Assignment as of the date first above written.

UPSCO, INC.

By: 
Name: ANDREW BOOS
Title: VP

AGREED TO AND ACCEPTED:

CORE & MAIN LP

By: _____
Name: Stephen O. LeClair
Title: CEO

In Witness Whereof, Seller has duly executed and delivered, and Buyer has agreed to and accepted, this IP Assignment as of the date first above written.

UPSCO, INC.

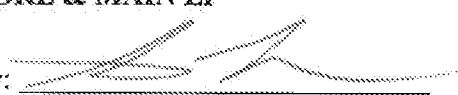
By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

CORE & MAIN LP

By:  _____

Name: Stephen O. LeClair

Title: CEO

SCHEDULE 1

ASSIGNED PATENTS

Title	Inventor(s)	Assignee	App. No.	File Date	Pub. No.	Pub. Date
COUPLER METHOD AND APPARATUS FOR INSTALLING PIPE WITH A PROTECTIVE COVER IN A BOREHOLE	Daniel E. Pajak; Andrew P. Boos; Christian D. Kane	UPSCO, Inc.	13/787,359	3/6/2013	9,140,391	9/22/2015
METHOD AND APPARATUS FOR PROTECTING DRAINAGE PIPE INSTALLED UNDERGROUND	Daniel E. Pajak; Andrew P. Boos; Christian D. Kane	UPSCO, Inc.	13/914,266	6/10/2013	9,194,529	11/24/2015
METHOD AND APPARATUS FOR PROTECTING PIPE INSTALLED UNDERGROUND	Daniel E. Pajak; Andrew P. Boos; Christian D. Kane	UPSCO, Inc.	13/787,222	3/6/2013	9,441,772	9/13/2016

SCHEDULE 2

ASSIGNED TRADEMARKS

Mark	Application. No.	Filing Date	Status	Registration No.	Registration Date
CONNECTIONS FOR LIFE	88/175,871	10/31/2018	Registered	6,158,815	9/20/2020