

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wimsatt Building Materials Corporation		10/15/2021	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	SRS Distribution Inc.		
Street Address:	7440 S. Hwy 121		
City:	McKinney		
State/Country:	TEXAS		
Postal Code:	75070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5426939	W GS PRO SYNTHETIC UNDERLAYMENT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Linda M. Merritt		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1000234757		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	11/02/2021		
Total Attachments: 6			
source=SRS - Smoke - Trademark Assignment#page1.tif			
source=SRS - Smoke - Trademark Assignment#page2.tif			
source=SRS - Smoke - Trademark Assignment#page3.tif			

OP \$40.00 5426939

source=SRS - Smoke - Trademark Assignment#page4.tif

source=SRS - Smoke - Trademark Assignment#page5.tif

source=SRS - Smoke - Trademark Assignment#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Trademark Assignment*”), effective as of 11:59 p.m., Central Time, on October 15, 2021 (the “*Effective Time*”), is made by Wimsatt Building Materials Corporation, a Michigan corporation (“*Wimsatt*”), in favor of SRS Distribution Inc., a Delaware corporation (“*SRS Distribution*”), the purchaser of certain assets of Wimsatt pursuant to an Asset Purchase Agreement, dated as of September 24, 2021 (the “*Asset Purchase Agreement*”), by and among SRS Distribution, Wimsatt, and the selling persons named therein.

WHEREAS, under the terms of the Asset Purchase Agreement, Wimsatt has conveyed, transferred and assigned to SRS Distribution, among other assets, certain intellectual property of Wimsatt, and has agreed to execute and deliver this Trademark Assignment, for recording and registering with the United States Patent and Trademark Office, the Ohio Secretary of State, and any other relevant governmental authority.

NOW THEREFORE, the parties agree as follows:

1. Assignment. Pursuant to the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Wimsatt hereby irrevocably conveys, transfers and assigns to SRS Distribution, and SRS Distribution hereby accepts, all of Wimsatt’s right, title and interest in and to the following (the “*Assigned Trademarks*”):

(a) the trademarks as shown on Schedule 1 and any other marks acquired pursuant to the Asset Purchase Agreement (the “*Trademarks*”), together with the goodwill of the business symbolized by the Trademarks;

(b) the trademark registrations and trademark applications for the Trademarks and all issuances, extensions, and renewals thereof;

(c) all rights of any kind whatsoever of Wimsatt accruing under any of the foregoing provided by applicable law of any jurisdiction, by common law, 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. Wimsatt hereby authorizes the United States Patent and Trademark Office, the Ohio Secretary of State, and any other relevant governmental authority to record and register this Trademark Assignment upon request by SRS Distribution. Following the date hereof, Wimsatt shall take such steps and actions, and provide such cooperation and assistance

to SRS Distribution 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to SRS Distribution, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark 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 Wimsatt and SRS Distribution with respect to the Assigned Trademarks. 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 Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, 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 Trademark Assignment.

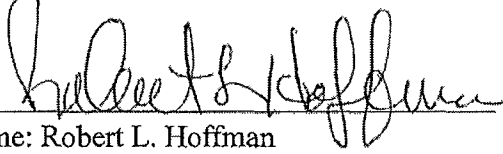
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Trademark Assignment as of the Effective Time.

**WIMSATT BUILDING MATERIALS
CORPORATION**

By: 
Name: Robert L. Hoffman
Title: CEO


Address for Notices:

36340 Van Born Rd
Wayne, Michigan 48184

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Trademark Assignment as of the Effective Time.

AGREED TO AND ACCEPTED:

SRS DISTRIBUTION INC.

By: 

Name: Dustin Gunderson

Title: Senior Vice President and General
Counsel

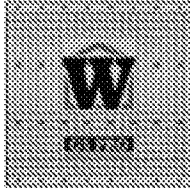
Address for Notices:

SRS Distribution Inc.
Legal Department
7440 S. Hwy 121
McKinney, Texas 75070
Attn: Dustin Gunderson, General Counsel

SCHEDULE 1

TRADEMARKS

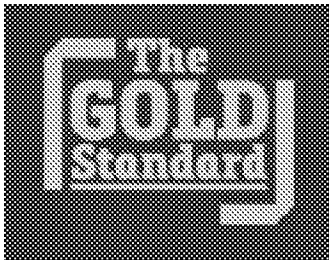
1. W GS PRO SYNTHETIC UNDERLAYMENT & Design (U.S. Reg. No. 5,426,939)



2. WIMSATT BROTHERS, INC. (Ohio Tradename Reg. No. 1174658)
3. WIMSATT BUILDING MATERIALS
4. WIMSATT BUILDING MATERIALS & Design



5. THE GOLD STANDARD & Design



6. W & Design



7. W & Design



8. WD WIMSATT DIRECT & Design

