

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548959

<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>
Zoro IP Holdings, LLC		11/06/2019	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W.W. Grainger, Inc.		
<b>Street Address:</b>	100 Grainger Parkway		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5247911	GAMUT	
<b>Registration Number:</b>	5581565	GAMUT	
<b>Serial Number:</b>	87352992	G	
<b>Serial Number:</b>	87379197	GAMUT.COM	
<b>Serial Number:</b>	87379302	GOGAMUT	
<b>Serial Number:</b>	87379318	EXACTLY WHAT YOU NEED	
<b>Serial Number:</b>	87379479	G	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124568435		
<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>	312.456.8400		
<b>Email:</b>	chiipmail@gtlaw.com, matthewsk@gtlaw.com, dunningj@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	059505.040300		
<b>NAME OF SUBMITTER:</b>	Jeffrey P. Dunning		

CH \$190.00 5247911

<b>SIGNATURE:</b>	/Jeffrey P. Dunning/
<b>DATE SIGNED:</b>	11/11/2019
<b>Total Attachments: 3</b> source=Assignment ZIPH to WWG__Executed#page1.tif source=Assignment ZIPH to WWG__Executed#page2.tif source=Assignment ZIPH to WWG__Executed#page3.tif	

## TRADEMARK ASSIGNMENT

WHEREAS, **Zoro IP Holdings, LLC** ("Assignor"), an Illinois limited liability company, located at 100 Grainger Parkway, Lake Forest, IL 60045, has agreed to assign to **W.W. Grainger, Inc.** ("Assignee"), an Illinois corporation, located at 100 Grainger Parkway, Lake Forest, IL 60045, Assignor's entire right, title, interest, and goodwill in and to the trademarks identified on the attached Exhibit A (collectively, the "Trademarks").

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire right, title and interest in and to the Trademarks, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized thereby, effective as of the date written below.

Together with Assignor's right, title and interest in and to the Trademarks, as well as the goodwill of the business associated with the Trademarks, Assignor assigns to Assignee the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringements) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby covenants and warrants that it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

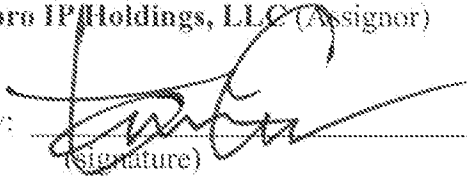
Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same to Assignee and/or Assignee's successors or assigns.

Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office.

In WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date written below.

Zoro IP Holdings, LLC (Assignor)

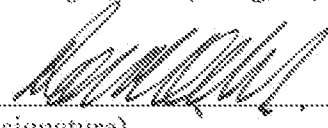
By:   
(signature)

Printed Name: Erwin Cruz

Title: President

Date: November 6, 2019

W.W. Grainger, Inc. (Assignee)

By:   
(signature)




Printed Name: Robert O'Keef, Jr.

Title: Vice President and Treasurer

Date: November 7, 2019

EXHIBIT A

TRADEMARKS

Mark	U.S. Registration / Application No.	Registration / Application Date
GAMUT	Reg. No. 5247911	Reg. Date July 18, 2017
	Reg. No. 5581565	Reg. Date October 9, 2018
	Appl. No. 87/352,992	Filing Date February 28, 2017
GAMUT.COM	Appl. No. 87/379,197	Filing Date March 21, 2017
GOGAMUT	Appl. No. 87/379,302	Filing Date March 21, 2017
EXACTLY WHAT YOU NEED	Appl. No. 87/379,318	Filing Date March 21, 2017
	Appl. No. 87/379,479	Filing Date March 21, 2017