

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Xtraordinary Home Products, LLC		05/05/2006	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xtraordinary Home Products, LLC		
<b>Street Address:</b>	120 Lakeview Parkway		
<b>City:</b>	Vernon Hills		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60061		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78824857	MIX 'N STIR	
<b>Serial Number:</b>	78824855	SCRUB2	
<b>Serial Number:</b>	78824851	TILT 'N SCRUB	
<b>Serial Number:</b>	78857644	TWIST N' STIR	
<b>Serial Number:</b>	78824858	XHP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)222-0818		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	chiipdocket@michaelbest.com		
<b>Correspondent Name:</b>	Luke W. DeMarte		
<b>Address Line 1:</b>	Two Prudential Plaza		
<b>Address Line 2:</b>	180 N. Stetson Avenue, Suite 2000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	035247		

**CH \$140.00 78824857**

NAME OF SUBMITTER:	Luke W. DeMarte
Signature:	/luke w. demarte/
Date:	06/21/2006
Total Attachments: 3 source=a1649449#page1.tif source=a1649449#page2.tif source=a1649449#page3.tif	

## ASSIGNMENT OF TRADEMARKS

WHEREAS, Xtraordinary Home Products, LLC, a New York limited liability company having offices located at 400 Montauk Highway, Suite 113, West Islip, New York 11795 (“ASSIGNOR”), owns all right, title and interest in and to the trademarks and applications therefor listed on Schedule A attached hereto and made a part hereof and the goodwill of the business symbolized by the aforesaid trademarks;

WHEREAS, ASSIGNOR is assigning the trademarks identified in the applications set forth on Schedule A along with the portion of ASSIGNOR’s ongoing and existing business to which those trademarks pertain; and

WHEREAS, Xtraordinary Home Products, LLC, an Illinois limited liability company having offices located at 120 Lakeview Parkway, Vernon Hills, Illinois 60061 (“ASSIGNEE”), the successor to that portion of the ongoing and existing business of ASSIGNOR to which the trademarks set forth on Schedule A pertain, desires to acquire all of ASSIGNOR’s right, title and interest in and to the aforesaid trademarks and applications therefor listed on attached Schedule A and the goodwill of the business symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said trademarks and applications therefor listed on attached Schedule A, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including, without limitation, all worldwide rights to the aforesaid trademarks and applications therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and applications therefor listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and applications therefor listed on attached Schedule A, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and applications therefor listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE’s expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE’s expense to perform all other affirmative acts which in ASSIGNEE’s reasonable discretion may be necessary or desirable throughout the world to register, maintain, protect or enforce the trademarks and applications therefor listed on attached Schedule

A. These obligations of assistance by Assignor shall continue for so long as Assignee may require such assistance from Assignor.

ASSIGNOR hereby grants to the law firm of Michael Best & Friedrich, 401 North Michigan Avenue, Suite 1900, Chicago, Illinois 60611 authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the trademarks or trademark registrations listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective as of May 5, 2006

Xtraordinary Home Products, LLC

By: Scott Nicholson  
Name: Scott Nicholson  
Title: President

STATE OF NEW YORK )  
COUNTY OF SUPOK ) ss.

I, Kelly K. Hanrahan do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 5th day of May, 2006 .

Kelly K. Hanrahan  
Notary Public

KELLY K. HANRAHAN  
Notary Public, State of New York  
No. 01HAS056250  
Qualified in Suffolk County 2010  
Commission Expires March 4, 2010

**Schedule A**

<b>Trademark</b>	<b>Application Serial No.</b>	<b>Full Goods/Services</b>
MIX 'N STIR	78/824857	Pitchers
SCRUB2	78/824855	Scrubbing brushes for kitchen and household use
TILT 'N SCRUB	78/824851	Scrubbing brushes and scrubbing brush accessories for kitchen and household use
TWIST N' STIR	78/857644	Cookware, namely, pots and pans; pot and pan lids; kitchen and cooking utensils; combination stirring utensils and pot and pan lids
XHP	78/824858	Containers for household or kitchen use; abrasive pads for kitchen use; bread cases for kitchen use; chopping boards for kitchen use; kitchen tools; kitchen ladles; cookware; bakeware; functional and beverage glassware; pitchers; cleaning equipment, namely, scrubbing brushes, brooms, pails; cooking utensils; household utensils; graters; sieves; pepper mills; ice cube trays; salad spinners; peelers; juicers; blenders; mixers; spatulas; strainers; turners; whisks; tongs; spoons, namely, basting spoons, mixing spoons, serving spoons, slotted spoons

Patents

314661/2/2042.028