

**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>
Water Pik, Inc.		12/15/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IPB Holdings, Inc.		
<b>Street Address:</b>	155 E. Boardwalk Drive		
<b>Internal Address:</b>	Suite 400, #518		
<b>City:</b>	Fort Collins		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80525		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1853583	INSTALINK	
Registration Number:	1026151	INSTAPURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-562-1639		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Carla J. Vrsansky		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0043874-000023		
<b>NAME OF SUBMITTER:</b>	Carla J. Vrsansky		

OP \$65.00 1853583

Signature:

/Carla J. Vrsansky/

Date:

01/08/2007

**Total Attachments: 5**

source=water pik-IPB holding assignment#page1.tif

source=water pik-IPB holding assignment#page2.tif

source=water pik-IPB holding assignment#page3.tif

source=water pik-IPB holding assignment#page4.tif

source=water pik-IPB holding assignment#page5.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is made effective as of December 15, 2006 by Water Pik, Inc., a Delaware corporation ("Assignor") in favor of IPB Holdings, Inc., a Colorado corporation ("Assignee").

**WHEREAS**, this Assignment is being executed and delivered in connection with that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of the date hereof (the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment have the meanings ascribed to them in the Purchase Agreement, the applicable terms of which are hereby incorporated by reference into this Assignment; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee the entire right, title and interest in and those trade names, trademarks, service marks, trade dress, trade styles, logos, designs and/or slogans, in word mark, stylized and/or design formats, which are described and/or otherwise the subject of the registrations and pending applications identified in Exhibit A, attached hereto and incorporated by reference herein (the "Marks");

**NOW THEREFORE**, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant and subject to the terms of the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title, and interest of whatever kind in and to the Marks, together with the goodwill of the business symbolized by the Marks, any applications and registrations relating thereto, and any renewals that may be granted thereon, and all rights, claims and privileges pertaining thereto, including, without limitation, Assignor's right to sue for and collect damages and other recoveries for past, present and future infringement thereof and the right to prosecute and maintain trademark applications and the registrations for the Marks.

2. The terms of this Assignment shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

3. Assignor, and at no additional cost or consideration, shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.

4. This Assignment shall be governed by, and construed in accordance with the law of the State of Colorado applicable to contracts to be performed therein, without regard to its rules on conflicts of laws.

**EXECUTION VERSION**

5. In the event of any conflict or other inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall be the controlling document.

6. Assignee shall be responsible for any and all costs and expenses associated with recording this Assignment with the applicable trademark office(s).

[Signatures appear on the following page.]

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

Water Pik, Inc.

By: [Signature]

Name: RICHARD P. BISSON

Title: President + CEO

State of COLORADO  
County of LARIMER, ss.:

On this 15<sup>th</sup> day of December, 2006, before me personally appeared RICHARD P. BISSON to me known, who, by me duly sworn, did depose and say that he is the PRESIDENT + CEO of Water Pik, Inc., the corporation described in and that executed for foregoing instrument; and that he signed his name thereto and delivered said instrument by order of the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I herewith set my hand and official seal.

SHIRLEY M. MEYERS  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 08/22/2008

[Signature]  
Notary Public

ACCEPTED AND AGREED TO:

IPB Holdings, Inc.

By: [Signature]

Name: Brian Suter

Title: CEO

## EXHIBIT A

WATER PIK, INC.  
TRADEMARKS – WATER FILTRATION

Trademark	Goods / Services	Country*	Reg. No.	Reg. Date
INSTALINK	Water filters connection fitting	US	1,853,583	09/13/94
INSTAPURE	Water filters	AT	82158	03/24/76
INSTAPURE	Water filters units & filter cartridges	AU	8293,402	01/08/76
INSTAPURE	Water filters	AU	8439,678	01/24/86
INSTAPURE	Water filters	BR	006588581	08/25/77
INSTAPURE	Water filters	BX	337,423	01/14/76
INSTAPURE	Water filters	CA	219,190	02/25/77
INSTAPURE	Water filters	CH	2282884	02/05/76
INSTAPURE	Water filters	CL	415,672	11/02/93
INSTAPURE	Water filters & repl filter cartridges	CN	832,790	04/20/96
INSTAPURE	Water filters	CZ	189,221	05/27/93
INSTAPURE	Water filters	DE	953,867	01/19/77
INSTAPURE	Water filters	DK	2549	07/23/76
INSTAPURE	Water filters	ES	809,481	09/20/78
INSTAPURE	Water filters	FI	72889	04/21/80
INSTAPURE	Water filters	FR	1,339,846	02/12/76
INSTAPURE	Water filters	GB	1,057,352	01/13/76
INSTAPURE	Water filters & repl filter cartridges	HU	139,335	05/19/93
INSTAPURE	Water filters & repl filter cartridges	ID	336,710	04/05/94
INSTAPURE	Water filters	IN	519,358	11/03/89
INSTAPURE	Water filters	IT	716,873	04/02/87
INSTAPURE	Water filters	JP	3,308,337	05/16/97
INSTAPURE	Water filters	JP	1,397,365	10/30/79
INSTAPURE	Water filters	MX		
INSTAPURE	Water filters	MY	90008570	
INSTAPURE	Water filters	NO	96942	07/15/76
INSTAPURE	Water filters	NZ	8114457	01/21/76
INSTAPURE	Water filters & repl filter cartridges	PL	90641	07/13/93
INSTAPURE	Water filters & repl filter cartridges	RU	140,390	03/29/96

**EXECUTION VERSION**

Trademark	Goods / Services	Country*	Reg. No.	Reg. Date
INSTAPURE	Water filters	SE	157,518	11/26/76
INSTAPURE	Water filters	SG	B8546/90	12/17/90
INSTAPURE	Water filters	TW	509,201	12/16/90
INSTAPURE	Water filters	UA	20487	03/24/98
INSTAPURE	Water filters	US	1,026.151	12/02/75
INSTAPURE	Water filters	ZA	1976/00857	02/17/76
INSTAPURE (in Katakana)	Water filters	JP	4,005,254	05/30/97
WATERFRESH	Water filters	CA	475,543	04/30/97

\*Country Codes (Madrid Protocol)

AT Austria	ID Indonesia
AU Australia	IN India
BR Brazil	IT Italy
BX Benelux	JP Japan
CA Canada	MX Mexico
CH Switzerland	MY Malaysia
CL Chile	NO Norway
CN China	NZ New Zealand
CZ Czech Republic	PL Poland
DE Germany	RU Russian Federation
DK Denmark	SE Sweden
ES Spain	SG Singapore
FI Finland	TW Taiwan
FR France	UA Ukraine
GB United Kingdom	US United States
HU Hungary	ZA South Africa