

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champion Brands LLC		01/09/2007	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Old World Industries, Inc.		
Street Address:	4065 Commercial Avenue		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062-1851		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2672536	CHAMPION RAIN OFF	
CORRESPONDENCE DATA			
Fax Number:	(847)664-7232		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-559-2232		
Email:	ctoney@oldworldind.com		
Correspondent Name:	Old World Industries, Inc.		
Address Line 1:	4065 Commercial Avenue		
Address Line 4:	Northbrook, ILLINOIS 60062-1851		
ATTORNEY DOCKET NUMBER:	CHAMPION RAIN-OFF		
NAME OF SUBMITTER:	Daniel Leep - GC and Assistant Secretary		
Signature:	/daniel leep/		
Date:	01/31/2007		

CH \$40.00 2672536

Total Attachments: 2

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Champion Brands, LLC

Assignment of Trademarks

WHEREAS, Champion Brands LLC, a Missouri corporation, having a principal place of business at 1001 Golden Drive, Clinton, Missouri 64735 ("Assignor"), has adopted, used, is using, and is the owner of the mark CHAMPION RAIN OFF together with the federal registration thereof in International Class 1 represented by Registration Number 2,672,536 and the goodwill of the business symbolized thereby (the "Mark"); and

WHEREAS, Old World Industries, Inc., an Illinois Corporation, having a place of business at 4065 Commercial Avenue, Northbrook, Illinois 60062-1851 ("Assignee") is desirous of acquiring all right, title, and interest of Assignor in and to the Mark, the above-referenced Registration therefor, and the goodwill of the business symbolized thereby;

NOW, THEREFOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the Registration thereof. Assignor further sells, assigns, transfers, and conveys to Assignee all right to recover for past, present, and future acts of infringement, free and clear of all liens and encumbrances.

Assignor hereby agrees to cause a duly and properly authorized officer of Assignor to execute any and all documents necessary to affect the transfer and assignment of the above-referenced Registration.

GENERAL PROVISIONS:

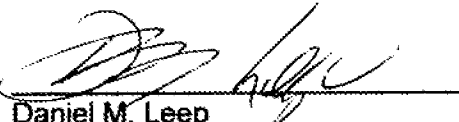
Authority. Each party and signatory to this Agreement warrants and represents that it has the requisite corporate authority and capacity to enter into this Agreement, to bind the respective corporations they represent, and to perform the obligations hereunder.

Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the resolution of the matters herein and all matters relating thereto and supersedes all prior negotiations, proposals, representations, warranties and agreements, whether oral or written, with respect thereto.

Counterparts. This Agreement may be executed in one or more counterparts all of which together will constitute one and the same instrument, and any party may sign by utilizing facsimile transmission facilities.

Dated: 1-25-07

By:



Daniel M. Leep
Senior Vice President & General Counsel
OLD WORLD INDUSTRIES, Inc.
4065 Commercial Avenue
Northbrook, IL 60062-1851

Dated: 1-9-07

By:



Rick Pereles
General Manager
Champion Brands Llc
1001 Golden Drive
Clinton, MO 64735