

TO: BRADLEY L. ADAMS COMPANY: 4215 MCEWEN ROAD

08-28-2009

Electronic Version v1.1
Stylesheet Version v1.1



103572309

RC 7-22-09

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intermatic Incorporated		05/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	J. Baxter Brinkmann International Corporation
Composed Of:	COMPOSED OF Corp. organized in TX
Street Address:	4215 McEwen Road
City:	Dallas
State/Country:	TEXAS
Postal Code:	75244
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	0818551	MALIBU
Registration Number:	2861832	MALIBU
Registration Number:	3424575	MALIBU
Registration Number:	3817847	MALIBU LIGHTING THE WAY TO OUTDOOR LIVING
Registration Number:	3441343	BRIGHTSCAPES
Registration Number:	3433382	FAST-PLUG
Registration Number:	1947227	FASTLOCK II
Registration Number:	1347582	POLY-STAR
Registration Number:	3203843	SUN CATCHER
Registration Number:	3219589	SUN CATCHER
Registration Number:	3205856	SUN SEEKER
Registration Number:	3018424	YARDSCAPES

CORRESPONDENCE DATA

*Please use all pages
signature page is the best
we have.*

OP \$315.00 0818551

TO: BRADLEY L. ADAMS COMPANY: 4215 MCEWEN ROAD

Fax Number: (972)770-8577	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone: 9727708578	
Email: badams@brinkmann.net	
Correspondent Name: Bradley L. Adams	
Address Line 1: 4215 McEwen Road	
Address Line 4: Dallas, TEXAS 75244	
NAME OF SUBMITTER:	Bradley L. Adams
Signature:	/Bradley L. Adams/
Date:	07/22/2009
Total Attachments: 7 source=TM Assignment_Page_1#page1.tif source=TM Assignment_Page_2#page1.tif source=TM Assignment_Page_3#page1.tif source=TM Assignment_Page_4#page1.tif source=TM Assignment_Page_5#page1.tif source=TM Assignment_Page_6#page1.tif source=TM Assignment_Page_7#page1.tif	

TO: BRADLEY L. ADAMS COMPANY: 4215 MCEWEN ROAD

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of May 18, 2009, by and between Intermatic Incorporated, a Delaware corporation with its principal place of business at 7777 Winn Road, Spring Grove, Illinois 60081 ("Assignor"), and J. Baxter Brinkmann International Corporation, a Texas corporation with its principal place of business at 4215 McEwen Road, Dallas, Texas 75244 ("Assignee"), with reference to the May 18, 2009 Asset Sale Agreement (the "Agreement") between Assignor and Assignee.

WHEREAS, Assignor owns all of the trademarks and service marks, as applied for and/or registered, identified in Schedule A attached hereto (the "Marks"), and the trademark applications and registrations identified in Schedule A (the "Applications and Registrations");

WHEREAS, Assignor desires to assign to Assignee all the right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby, and the Applications and Registrations, and Assignee desires to accept such assignment;

WHEREAS, Section 3.2 of the Agreement requires Assignor to deliver at closing such further documents as might be required to reflect Assignor's assignment to Assignee of the Marks, along with the goodwill of the business symbolized thereby, and the Applications and Registrations; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks, including the goodwill, and the Applications and Registrations to Assignee;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest throughout the world in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the Applications and Registrations, including, without limitation, any renewals and extensions of the Registrations and of any registrations that issue from the Applications, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks, and the Applications and Registrations, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Assignee and Assignor agree that this Assignment is subject to the terms and conditions of the Agreement, that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Agreement, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Agreement, the Agreement shall control.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

Assignor:
INTERMATIC INCORPORATED

Assignee:
J. BAXTER BRINKMANN INTERNATIONAL CORPORATION

Name: _____
Title: _____
Date: May _____, 2009

Name: _____
Title: _____
Date: May _____, 2009

TO: BRADLEY L. ADAMS COMPANY: 4215 MCEWEN ROAD

3. Assignment and Assignee agree that this Assignment is subject to the terms and conditions of the Agreement, that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Agreement, the fulfillment of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Agreement, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Agreement, the Agreement shall control.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

Assignor

INTERNATIONAL CORPORATION



G. Richard Boudlier, Jr.

Chief Operating Officer

Date May 15 2009

Assignee

J. BAXTER BRINKMANN INTERNATIONAL CORPORATION



J. Baxter Brinkmann

President

Date May 15 2009

STATE OF ILLINOIS)
)
COUNTY OF _____)

On May __, 2009 before me, _____, personally appeared Rick Boutilier,
[] personally known to me [] proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Attorney-In-Fact |
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Subscribing Witness |
| <input type="checkbox"/> Trustee(s) | <input type="checkbox"/> Guardian/Conservator |
| <input checked="" type="checkbox"/> Corporate Officer(s): | <input type="checkbox"/> Other: _____ |
| <u>Vice President and</u>
<u>Chief Operating Officer</u>
Title(s) | _____ |

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): Intermatic Incorporated

TO: BRADLEY L. ADAMS COMPANY: 4215 MCEWEN ROAD

STATE OF ILLINOIS
COUNTY OF MUHLENBERG

On this day of September 2009, Bradley L. Adams, Jr. personally appeared Bradley L. Adams, Jr., personally known to me, a Notary Public in and for the State of Illinois, on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that in his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Bradley L. Adams, Jr.
Signature of Signer

CAPACITY CLAIMED BY SIGNER:

- Individual
 - Partnership
 - Trust
 - Corporate Officer(s)
 - Attorney-in-Fact
 - Subscribing Witness
 - Guardian-Conservator
 - Other _____
- Bradley L. Adams, Jr.
Bradley L. Adams, Jr.
 Vice President and
 Chief Operating Officer
 Title:

SIGNER IS REPRESENTING:

Simon of Perinist of Enterprise International Incorporated

STATE OF TEXAS)
)
COUNTY OF _____)

On May ____, 2009 before me, _____, personally appeared J. Baxter Brinkmann,

[] personally known to me [] proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Attorney-In-Fact |
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Subscribing Witness |
| <input type="checkbox"/> Trustee(s) | <input type="checkbox"/> Guardian/Conservator |
| <input checked="" type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Other: _____ |
| President | _____ |
| Title(s) | _____ |

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): J. Baxter Brinkmann International Corporation

TO: BRADLEY L. ADAMS COMPANY: 4215 MCEWEN ROAD

STATE OF TEXAS

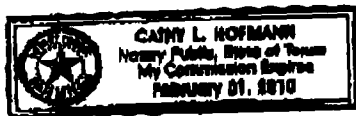
COUNTY OF DALLAS

On May 15TH 2009, I, the undersigned, J. BAXTER BRINKMANN, personally appeared J. Baxter Brinkmann,

personally known to me proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that as his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Cathy L. Hofmann
Signature of Notary

CAPACITY CLAIMED BY SIGNER:

- Individual
- Partner(s)
- Trustee(s)
- Corporate Officer: President
- Attorney-in-Fact
- Subscribing Witness
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): J. Baxter Brinkmann, International Corporation

TO:BRADLEY L. ADAMS COMPANY:4215 MCEWEN ROAD

SCHEDULE A

See attached.
C:\Q17297877.1

TO: BRADLEY L. ADAMS COMPANY: 4215 MCEWEN ROAD

MARK	COUNTRY	CLASS	STATUS	REG./APP. NO.
MALIBU	Argentina	11	Registered	2007562
MALIBU	Benelux	11	Registered	466846
MALIBU	Bolivia	11	Registered	68370-C
MALIBU	Brazil	9	Registered	817908730
MALIBU	Canada		Registered	168884
MALIBU	Chile	11	Registered	705757
MALIBU	Colombia	11	Registered	161872
MALIBU	Community Trademark	5, 11, 21	Pending	3958493
MALIBU	Ecuador	11	Registered	1948/96
MALIBU	Egypt	9	Pending	213507
MALIBU	Finland	11	Registered	123579
MALIBU	France	11	Registered	1358481
MALIBU	Germany	11	Registered	1166287
MALIBU	Great Britain	11	Registered	81192489
MALIBU	Japan	11	Registered	2402680
MALIBU	Mexico	7, 8, 9, 11, 12, 16, 17, 21	Registered	373707
MALIBU	Panama	11	Registered	75908
MALIBU	Peru	11	Registered	16994
MALIBU	Puerto Rico	11	Pending	
MALIBU	Russian Federation	5, 11, 21	Registered	309617
MALIBU	South Africa	11	Registered	89/8587
MALIBU	Switzerland	11	Registered	376036
MALIBU	United States	9	Registered	816,551
MALIBU	United States	5, 11	Registered	2,861,632
MALIBU and Design	United States	11	Registered	3,424,575
MALIBU LIGHTING THE WAY TO OUTDOOR LIVING and Design	United States	5, 9, 11	Registered	3,617,647
MALIBU (Stylized)	Uruguay	9, 11	Registered	275049
MALIBU	Venezuela	11	Registered	183181
BRIGHTSCAPES	United States	11	Registered	3,441,343
FAST PLUG	United States	11	Registered	3,433,382
FASTLOCK II	United States	9	Registered	1,947,227
POLY-STAR	United States	11	Registered	1,347,582
SUN CATCHER	United States	11	Registered	3,203,643

USPTO

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Fax Server

TO: BRADLEY L. ADAMS COMPANY: 4215 MCEWEN ROAD

MARK	COUNTRY	CLASS	STATUS	REG./APP. NO.
SUN CATCHER and Design	United States	11	Registered	3,219,569
SUN SEEKER	United States	11	Registered	3,205,656
YARDSCAPES	United States	11	Registered	3,018,424

172-6316977