

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safety Tubs Holdings, LLC		07/22/2010	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Safety Tubs Company, LLC		
Street Address:	1 Centennial Avenue		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3715729	T5	
Registration Number:	2942586	SAFETY TUBS	
Serial Number:	77624059	MINUTE DRAIN	
Serial Number:	77624048	QUICK DRAIN	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-2000		
Email:	christine.casey@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	22566-19 CAC		

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NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	07/22/2010
Total Attachments: 3 source=Safety Tubs TM Assgn Executed#page1.tif source=Safety Tubs TM Assgn Executed#page2.tif source=Safety Tubs TM Assgn Executed#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of July 22, 2010 ("Effective Date") by and between Safety Tubs Holdings, LLC, a Florida limited liability company, with its principal office at 1100 Ave S., Grand Prairie, Texas 75050 ("Assignor"), and Safety Tubs Company, LLC, a Delaware limited liability company, with its principal office at 1 Centennial Avenue, Piscataway, New Jersey 08854 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 22, 2010 (the "Agreement") by and among Assignee and Assignor, and each of the equity holders of Assignor identified in the Asset Purchase Agreement; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, 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, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, testimony, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee and at Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

~~SAFETY TUBS HOLDINGS, LLC~~
By: 

Name: Andre Neidich

Title: member manager

SAFETY TUBS COMPANY, LLC
By: Maria Chiclana

Name: Maria Chiclana

Title: SVP, General Counsel & Secretary

SCHEDULE A

TRADEMARKS

Mark	Jurisdiction	Serial No./Filing Date	Reg. No./Reg. Date
MINUTE DRAIN	US	77624059 12/1/2008	
QUICK DRAIN	US	77624048 12/1/2008	
T5	US	77163278 4/23/2007	3715729 11/24/2009
SAFETY TUBS	US	76469533 11/22/2002	2942586 4/19/2005