

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Paul Cutler		01/20/2011	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AM Conversation Group, Inc.		
<b>Street Address:</b>	2301 Charleston Regional Parkway		
<b>City:</b>	Charlestown		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29492		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77947995	DISH SQUEEGEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)281-0717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-454-5000		
<b>Email:</b>	docketingpgh@pepperlaw.com		
<b>Correspondent Name:</b>	Pepper Hamilton LLP		
<b>Address Line 1:</b>	BNY Mellon Center, 50th Floor		
<b>Address Line 2:</b>	500 Grant Street		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	113916.17		
<b>NAME OF SUBMITTER:</b>	Brienne S. Terril, Reg. No. 60,941		
<b>Signature:</b>	/Brienne S. Terril/		
<b>Date:</b>	01/20/2011		

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**Total Attachments: 10**

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## CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT, effective as of November 24, 2010 (the "Effective Date"), is made by Paul Cutler a U.S. citizen having an address of 201 Maritime Lane, Charleston, South Carolina 29492 ("Assignor") and AM Conservation Group, Inc., a New Jersey corporation having an address of 2301 Charleston Regional Parkway, Charleston, South Carolina 29492 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Intellectual Property Assignment Agreement (the "Original Assignment") dated as of the Effective Date and attached as Schedule B to this Confirmatory Assignment by which Assignor assigned certain intellectual property to Assignee;

WHEREAS, the Original Assignment did not identify the trademark application listed on Schedule A to this Confirmatory Assignment (the "Trademark") by serial number; and

WHEREAS, Assignor and Assignee wish to confirm that the Original Assignment was intended to transfer the Trademark to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee confirm and agree as follows:

1. As of the Effective Date, Assignor assigned all of its right, title and interest in and to the Trademark to Assignee together with the goodwill of the business symbolized by the Trademark and that portion of Assignor's business which is associated with the Trademark.
2. After the Effective Date, Assignor retained no right, title or interest in the Trademark.

*[Remainder of page intentionally left blank]*


IN WITNESS WHEREOF, the parties have executed this Confirmatory Assignment to be effective as of the Effective Date.

**ASSIGNOR**  
**Paul Cutler**

By:  \_\_\_\_\_

Date: Jan. 20, 2011

**ASSIGNEE**  
**AM Conservation Group, Inc.**

By:  \_\_\_\_\_

Name: Paul Cutler

Title: President

Date: Jan. 20, 2011

## SCHEDULE A

<b>Trademark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Goods/Services</b>
DISH SQUEEGEE	U.S.	77/947,995	March 2, 2010	International Class 021  U.S.: 002, 013, 023, 029, 030, 033, 040, 050  Squeegees; Squeegees for dishes

**SCHEDULE B**

**Intellectual Property Assignment Agreement**

See attached.

**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made on this 24<sup>th</sup> day of November 2010 by Paul Cutler ("Assignor") for the benefit of AM Conservation Group, Inc., a New Jersey corporation ("Assignee").

WHEREAS, Assignor is a founder, stockholder and employee of Assignee;

WHEREAS, prior to and throughout the course of Assignor's employment with and provision of services to Assignee, Assignor created, and has made and continues to make various creative and inventive contributions to, various intellectual property assets currently used in or otherwise related to the present and/or contemplated business of Assignee including, without limitation, those listed on Schedule A to this Assignment (all such creations and creative and inventive contributions being collectively, the "Intellectual Property");

WHEREAS, Assignor, as a founder of Assignee, created the Intellectual Property with the intention that Assignee own all right, title and interest in and to the Intellectual Property and all associated intellectual property rights;

WHEREAS, Assignor desires to confirm that Assignee owns all right, title and interest in and to the Intellectual Property and all associated intellectual property rights;

WHEREAS, Assignor intends to enter into a Stock Purchase Agreement (the "SPA Agreement") whereby Assignor intends to sell his stock in Assignee to a third party (the "Buyer" and all such transactions contemplated by the SPA being the "Transaction");

WHEREAS, in connection with the consummation of the Transaction, Assignor will receive a significant portion of the consideration to be paid by Buyer; and

WHEREAS, as a condition precedent to the Transaction and as a material inducement to the execution and delivery of the SPA by the Buyer and certain of the Buyer's affiliates, the Buyer and such affiliates require that Assignor assign all of his right, title and interest in and to the Intellectual Property to Assignee, free and clear of all encumbrances.

NOW, THEREFORE, in exchange for the execution and delivery of the SPA by the Buyer and certain of the Buyer's affiliates, which would not occur without this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, and intending to be legally bound hereby:

(a) With the exception of the Intellectual Property identified on Schedule B to this Assignment (the "Excluded Intellectual Property"), Assignor hereby irrevocably and forever assigns, grants, conveys and transfers to Assignee all of his right, title and interest in and to the Intellectual Property and all copyrights, patent rights, trademark rights (including all goodwill associated therewith), trade secret rights and other intellectual property and proprietary rights associated therewith that Assignor may have now or in the future, including the right to sue for past, present and future infringement or misappropriation (the "Assigned Intellectual Property"). Assignor hereby irrevocably assigns to Assignee all claims to moral rights in any Assigned

Intellectual Property, and to the extent such rights are not assignable, Assignor hereby waives all claims to such rights.

(b) Assignor hereby represents and warrants that: (a) none of the Assigned Intellectual Property was created during his employment with any other employer or in the course of any engagement with any person or entity other than Assignee, and no previous employer or person or entity who has retained Assignor's services has any rights in or to the Assigned Intellectual Property; (b) Assignor owns all right, title and interest in and to the Assigned Intellectual Property and all copyrights, patent rights, trademark rights (including all goodwill associated therewith), trade secret rights and other intellectual property and proprietary rights associated therewith, free and clear of all liens, claims and encumbrances or he has previously assigned to Assignee all right, title and interest in and to the Assigned Intellectual Property and all copyrights, patent rights, trademark rights, trade secret rights and other intellectual property and proprietary rights associated therewith; and (c) Assignor has not granted any license or any other any rights in or to any of the Assigned Intellectual Property or any copyrights, patent rights, trademark rights, trade secret rights or other intellectual property or proprietary rights associated therewith to any third party.

(c) Assignor further represents and warrants to Assignee that (a) there are no restrictions, agreements or understandings whatsoever to which Assignor is a party which would prevent or make unlawful Assignor's execution of this Assignment or his performance hereunder, or which is or would be inconsistent or in conflict with either this Assignment or Assignor's performance hereunder, or would prevent, limit or impair in any way the performance by Assignor of his obligations under this Assignment; (b) Assignor has disclosed to Assignee all restraints, confidentiality commitments, assignment of inventions obligations or other employment restrictions that he has with any other employer, person or entity that would affect this Assignment or Assignee's rights hereunder; and (c) all information furnished or to be furnished by Assignor to Assignee in connection with this Assignment is, or will be, true and complete in all material respects.

(d) Assignor shall indemnify, defend and hold harmless Assignee and its directors, officers and stockholders and the successors and assigns of each of the foregoing from and against any and all claims, suits, causes of action, proceedings, losses, damages, liabilities, costs and expenses (including attorneys' fees) that arise from or relate to any inaccuracy or breach of any of the representations and warranties contained in this Assignment, provided that Assignee shall provide Assignor with written notice and a thirty (30) day opportunity to cure any such claim.

(e) Assignor acknowledges and agrees that Assignee shall have the exclusive right to apply for, register, prosecute and hold in its own name all patent rights (whether issuing from a foreign or domestic original patent application, continuation, continuation-in-part, division, reissue, re-examination, extension or otherwise), copyrights and trademarks associated with the Assigned Intellectual Property throughout the world and all rights of priority which may be available in the United States or under any treaty or convention. Assignor shall at all times hereafter, provide reasonable assistance to Assignee or its designee, at Assignee's expense, in acquiring and maintaining patent, copyright, trade secret, and trade mark and other analogous intellectual property protection upon, and confirming Assignee's title to, any Assigned



Intellectual Property. Assignor's assistance shall include, but not be limited to, making all lawful oaths and declarations, signing documents, providing reasonable cooperation in legal proceedings, and taking any and all other actions considered reasonably necessary or desirable by Assignee to achieve these purposes.

(f) If Assignee is unable after reasonable effort to secure Assignor's signature on any of the documents referenced in this Assignment, whether because of Assignor's physical or mental incapacity or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in Assignor's behalf and stead to sign and file any such documents and to do all other lawfully permitted acts to further the prosecution and issuance and securing of any such intellectual property protection, with the same legal force and effect as if signed or done by Assignor. This power of attorney is coupled with an interest and is not revocable. Notwithstanding the above, prior to acting pursuant to the power of attorney granted hereunder Assignee shall provide Assignor written notice of such action. Assignee shall provide the written notice at least fifteen (15) days prior to such action, and during such fifteen (15) day period Assignor shall not, either directly or through Assignor's attorney, make any filing with any governmental authority that would impair Assignee's ability to apply for, register, prosecute and hold in its own name any patent right, copyright or trademark, *provided, that* nothing herein shall prohibit Assignor from pursuing its rights in any court of competent jurisdiction if it believes that Assignee's intended action is improper or in breach of this Agreement.

(g) Assignor requests the Commissioner of Patents and Trademarks (and any similar official of any foreign country) to issue any Letters Patent that may be issued for the Assigned Intellectual Property to Assignee and its successors or assigns, as the sole owner of the entire right, title and interest in and to said Letters Patent and the Assigned Intellectual Property.


(h) This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and his successors and assigns.

(i) Any waiver by Assignee of any power or right under this Assignment must be in writing and signed by Assignee to be enforceable. Any waiver by Assignee shall not operate as a waiver of any other or future breach of this Assignment.

(j) This Assignment, together with all previous patent, copyright, and other intellectual property assignments that Assignor has executed in favor of Assignee constitutes the entire agreement of the parties relating to the subject matter thereof.

(k) This Assignment shall be governed by and construed in accordance with the laws of the state of New Jersey, without regard to the principles of conflict of laws of New Jersey or any other jurisdiction.

IN WITNESS WHEREOF, Assignor has duly executed this Intellectual Property Assignment on the date first above written.

By:   
Paul Cutler  
Individually

SCHEDULE A  
ASSIGNED INTELLECTUAL PROPERTY

1. Any and all writings, reports, works of authorship, inventions, discoveries, ideas, improvements, computer programs and instructions (whether in compiled or uncompiled form), processes, know-how and ideas, and any other concepts or technologies, whether patentable or otherwise, that Assignor made, conceived, discovered, developed or reduced to practice, either solely or jointly with any other person, whether or not during working hours or at any of Assignee's facilities or at any other time or location, and whether upon the request or suggestion of Assignee or otherwise, that relate to any business carried on by Assignee, under all patent, copyright, trade secret and trademark laws and all other laws providing for the protection of intellectual property or similar rights, including, without limitation, all of Assignee's right, title and interest in and to the following:

- (1) U.S. Pat. No. D607,307, Outlet Cover, issued on January 5, 2010;
- (2) U.S. Pat. Pub. No. 2010/0257686, Cleaning Implement, filed on October 13, 2009, published on October 14, 2010; and
- (iii) U.S. Patent Application No. 12/460,600, Universal Wall Plate Thermometer, filed on July 22, 2009.

State of South Carolina

COUNTY OF

Berkeley

) SS:

On this \_\_\_\_ day of November 2010, before me personally appeared Paul Cutler, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth of his free act and deed.

Carol Cutler

Notary Public

MY COMMISSION EXPIRES Sept. 13, 2015

