

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
The Newdell Company		05/02/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	The Newdell Company, Inc.		
Street Address:	13750 Hollister Rd.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77086		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0915378	SMITH	
CORRESPONDENCE DATA			
Fax Number:	(713)456-2452		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	hoopinthiel@gmail.com		
Correspondent Name:	Heather Hoopingamer Thiel		
Address Line 1:	7941 Katy Fwy, Suite 157		
Address Line 4:	Houston, TEXAS 77024		
ATTORNEY DOCKET NUMBER:	657		
NAME OF SUBMITTER:	Heather Hoopingamer Thiel		
Signature:	/Heather Hoopingamer Thiel/		
Date:	05/02/2011		
Total Attachments: 3 source=2011 05 02 SMITH Executed assignment#page1.tif source=2011 05 02 SMITH Executed assignment#page2.tif source=2011 05 02 SMITH Executed assignment#page3.tif			

OP \$40.00 0915378

Trademark Assignment

This Trademark Assignment (the "*Assignment*"), is between THE NEWDELL COMPANY (the "*Assignor*"), a Texas corporation, and THE NEWDELL COMPANY, INC. (the "*Assignee*"), a Texas corporation.

Premises

Assignor is the owner of all right, title, and interest in the trademarks, service marks, and trade names, listed on the attached Exhibit A (collectively, the "*Trademarks*").

Assignor desires and intends to assign to Assignee the Trademarks and all other rights owned by Assignor in the Trademarks.

Assignee desires to acquire the Trademarks and all other rights owned by Assignor in the Trademarks.

Grant

In consideration of the premises, mutual covenants, and agreements contained in this assignment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee the entire right, title, and interest to the Trademarks, including without limitation, all associated registrations and trademark applications, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for and collect damages for past infringements of the Trademarks.

Assignor shall deliver to Assignee all files in its possession or in possession of its agents concerning the Trademarks, including all trademark prosecution, opposition, cancellation, and enforcement files.

Assignor covenants that it has the full right to convey the entire right, title, and interest in the Trademarks, and that it has not executed, and will not execute, any conflicting agreement. Assignor further covenants that it will sign all lawful papers, make all rightful declarations and/or oaths, and generally do what is necessary to enable Assignee, its successors, legal representatives, and assigns, to record and enforce this Assignment, and protect and enforce the Trademarks in all countries.

Upon the execution of this Assignment, Assignee shall license Assignor to use the trademarks.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Assignment.

In witness of this assignment, an authorized representative of Assignor has signed below.

THE NEWDELL COMPANY

By: David W. Scott

Name: DAVID SCOTT

Title: PRES

Date: 5-2-2011

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a notary public, on this day personally appeared David Scott, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of THE NEWDELL COMPANY, a Texas corporation, and that he has executed the same as the act of such corporation for the purposes and consideration expressed therein, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 2nd day of May, 2011.

Janet Sue Metts
Notary Public Signature

(PERSONALIZED SEAL)

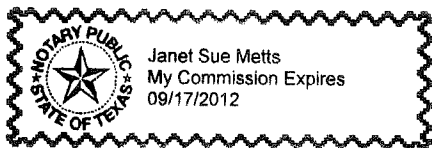


EXHIBIT A

1. Federally registered trademark:

Trademark	Registration No.	Registration Date
SMITH	915,378	June 22, 1971