

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		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>
Porta-Nails, Inc.		05/13/2011	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Q.E.P. Co., Inc.		
<b>Street Address:</b>	1001 Broken Sound Parkway NW		
<b>Internal Address:</b>	Suite A		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33487		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1380147	PORTA-NAILER	
Registration Number:	1917644	RING MASTER	
Registration Number:	3018851	HAMMERHEAD	
Registration Number:	3631155	HAMMERHEAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(626)577-8800		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	pto@cph.com		
<b>Correspondent Name:</b>	Christie, Parker & Hale, LLP		
<b>Address Line 1:</b>	P.O. Box 7068		
<b>Address Line 4:</b>	Pasadena, CALIFORNIA 91109-7068		
<b>ATTORNEY DOCKET NUMBER:</b>	40.6*1/Q41MM		
<b>NAME OF SUBMITTER:</b>	Michael J. MacDermott		

CH \$1115.00 1380147

**900193082**

**TRADEMARK**  
**REEL: 004550 FRAME: 0563**

Signature:	/Michael J. MacDermott/
Date:	05/27/2011
Total Attachments: 4 source=Assignment from Porta Nails#page1.tif source=Assignment from Porta Nails#page2.tif source=Assignment from Porta Nails#page3.tif source=Assignment from Porta Nails#page4.tif	

## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS AGREEMENT (this "Agreement") is dated as of May 13, 2011 by and between Q.E.P. Co., Inc., a Delaware corporation (the "Assignee"), and Porta-Nails, Inc., a North Carolina corporation (the "Assignor").

### W I T N E S S E T H:

WHEREAS, the Assignor, the Assignee, and certain other parties named therein have executed and delivered an Asset Purchase Agreement dated as of 13 May, 2011 (the "Purchase Agreement") pursuant to which, among other things, the Assignee has agreed to purchase from the Assignor substantially all of the assets of the Assignor relating to the Business (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's right, title and interest in and to all the Assignor's registered and unregistered trademarks, servicemarks, trade dress, logos, trade names, corporate names, together with all translations, adaptations, derivations and combinations thereof, and all applications, registrations, and renewals in connection therewith that are related to the Business and that are listed in Exhibit A hereto (collectively, the "Marks"), be assigned and transferred to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

### Assignment of the Marks.

Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its right, title and interest in and to any and all of the Assignor's Marks that are listed on Exhibit A hereto, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, whether arising prior to or subsequent to the date of this Agreement with the right to sue for, and collect the same, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Agreement not been made. Subject to the representations made by the Assignor and the Member in Article V of the Purchase Agreement, trademarks of common law are assigned "as is" without any warranty whatsoever.

Further Assurances. The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's request from time to time (the cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer

trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

In the event that the Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes listed in Section 1.2(a), the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between the Assignor and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as provided in the Purchase Agreement.

#### Miscellaneous.

**Amendment.** No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

**Notices.** Notices to the Assignor and the Assignee shall be provided to the addresses and in the manner provided in the Purchase Agreement.

**Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

**Governing Law.** Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to any principles of conflicts of laws that would require the application of any other law.


**Counterparts.** This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

PORTA NAILS, INC.  
a North Carolina corporation

By:   
Name:  
Title: PRESIDENT

ASSIGNEE:

Q.E.P. CO., INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

Exhibit A to ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

<u>Docket</u>	<u>Mark</u>	<u>Reg #</u>	<u>Issued</u>	<u>Next action required</u>
1135	PORTA-NAILER	1,380,147	1/28/1986	renewal by 1/28/2016
1150	RING MASTER	1,917,644	9/12/1995	renewal by 9/12/2015
2846	HAMMERHEAD in Class 8	3,018,851	5/29/2005	renewal by 5/29/2015
4947	HAMMERHEAD In Class 7	3,631,155	6/2/2009	Sec 8 & 15 Due 6/2/2015