

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
Grobet File Company of America, Inc.		11/01/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Grobet File Company of America, LLC
Street Address:	566 Chestnut Street
Internal Address:	Suite 7
City:	Winnetka
State/Country:	ILLINOIS
Postal Code:	60093
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	85172572	GRIFFITH
Serial Number:	85234525	BEADCRAFT
Serial Number:	85257736	KOOL JOOL
Registration Number:	3028262	TEBORG
Registration Number:	2845027	DIP-AWAY DEGREASER
Registration Number:	2832135	C-CLEAR
Registration Number:	2390389	CLEAN EARTH
Registration Number:	2407719	MATSYS
Registration Number:	2591812	GROBET G USA
Registration Number:	1650534	ZAM
Registration Number:	2082079	PRIOR
Registration Number:	1962979	STEAM DRAGON
Registration Number:	1943810	PIKE

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Registration Number:	1908189	YELLOW LABEL
Registration Number:	1812138	SHARK-SKIN
Registration Number:	1905194	PRO-CRAFT
Registration Number:	1739492	PEER
Registration Number:	1728742	VIGOR
Registration Number:	1558885	AQUSIZER
Registration Number:	1324255	MASCOT
Registration Number:	1324106	MASCOT
Registration Number:	1368681	HOKE-JEWEL
Registration Number:	1342699	DIXCEL
Registration Number:	0993070	DANDIX

CORRESPONDENCE DATA

Fax Number: (513)381-0205
Phone: 513-381-2838
Email: bayliss@taftlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Linda D. Bayliss, paralegal
Address Line 1: 425 Walnut Street
Address Line 2: Suite 1800
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	S3491 02605
NAME OF SUBMITTER:	Linda D. Bayliss
Signature:	/Linda D. Bayliss, paralegal/
Date:	11/01/2011

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of November 1, 2011 (the "Effective Date"), is made by and between Grobet File Company of America, Inc., a New York corporation ("Assignor") and Grobet File Company of America, LLC, an Illinois limited liability company ("Assignee").

WHEREAS, Assignor owns each trademark identified on Schedule A attached hereto and all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor, including, without limitation, the Trademarks; and

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, the Trademarks;

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

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Trademarks together with all goodwill symbolized by and associated with the business conducted under the Trademarks, 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 the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.
2. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and at Assignee's sole cost and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required and within Assignor's control) as may be necessary to convey, transfer, assign, and deliver to, and consolidate, vest and record in Assignee, full ownership of the Trademarks and other rights conveyed herewith.

3. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks and shall not be construed to limit or expand the rights of any party under the Purchase Agreement.
4. This Assignment shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
5. This Assignment shall be interpreted and enforced pursuant to the laws of the State of Illinois without regard to conflict of law provisions thereof.
6. No amendment or waiver of any provision of this Assignment 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.
7. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.


[Signature Page Follows]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.


ASSIGNOR

GROBET FILE COMPANY OF AMERICA, INC.

By: 
Printed: John Canzoneri
Title: President

ASSIGNEE

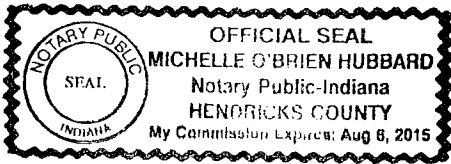
GROBET FILE COMPANY OF AMERICA, LLC

By: 
Printed: Peter L. Dyson
Title: Chairman

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF MARION ss.:

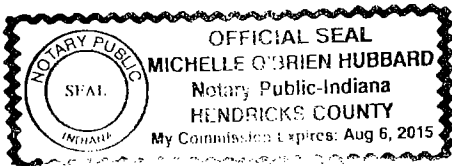
The foregoing instrument was executed and acknowledged before me on this 1st day of November 2011 by John Canzoneri, known to me to be the President of Grobet File Company of America, Inc., a New York corporation.



Michelle O'Brien Hubbard
Notary Public - State of Indiana
Printed Name Michelle O'Brien Hubbard

STATE OF INDIANA
COUNTY OF MARION ss.:

The foregoing instrument was executed and acknowledged before me on this 1st day of November 2011 by Peter L. Dyson, known to me to be the Chairman of Grobet File Company of America, LLC, an Illinois limited liability company.



Michelle O'Brien Hubbard
Notary Public - State of Indiana
Printed Name Michelle O'Brien Hubbard

SCHEDULE A
Trademarks

	Serial Number	Reg. Number	Word Mark
1	<u>85172572</u>		<u>GRIFFITH</u>
2	<u>85234525</u>		<u>BEADCRAFT</u>
3	<u>85257736</u>		<u>KOOL JOOL</u>
4	<u>78499249</u>	<u>3028262</u>	<u>TEBORG</u>
5	<u>78269829</u>	<u>2845027</u>	<u>DIP-AWAY DEGREASER</u>
6	<u>78258137</u>	<u>2832135</u>	<u>C-CLEAR</u>
7	<u>75578860</u>	<u>2390389</u>	<u>CLEAN EARTH</u>
8	<u>75575302</u>	<u>2407719</u>	<u>MATSYS</u>
9	<u>75234809</u>	<u>2591812</u>	<u>GROBET G USA</u>
10	<u>74079261</u>	<u>1650534</u>	<u>ZAM</u>
11	<u>74685319</u>	<u>2082079</u>	<u>PRIOR</u>
12	<u>74608316</u>	<u>1962979</u>	<u>STEAM DRAGON</u>
13	<u>74589010</u>	<u>1943810</u>	<u>PIKE</u>
14	<u>74529430</u>	<u>1908189</u>	<u>YELLOW LABEL</u>
15	<u>74381263</u>	<u>1812138</u>	<u>SHARK-SKIN</u>
16	<u>74346728</u>	<u>1905194</u>	<u>PRO-CRAFT</u>
17	<u>74264750</u>	<u>1739492</u>	<u>PEER</u>
18	<u>74005732</u>	<u>1728742</u>	<u>VIGOR</u>
19	<u>73777153</u>	<u>1558885</u>	<u>AQUSIZER</u>
20	<u>73477445</u>	<u>1324255</u>	<u>MASCOT</u>
21	<u>73477312</u>	<u>1324106</u>	<u>MASCOT</u>
22	<u>73476750</u>	<u>1368681</u>	<u>HOKE-JEWEL</u>
23	<u>73427625</u>	<u>1342699</u>	<u>DIXCEL</u>
24	<u>72465730</u>	<u>0993070</u>	<u>DANDIX</u>