

## 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
	West Point Products, LLC		01/31/2012	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA				
Name:	West Point Acquisition, LLC			
Street Address:	PO Box 50, Schoolhouse Lane			
City:	Valley Grove			
State/Country:	WEST VIRGINIA			
Postal Code:	26060			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3838555	AXESS	
CORRESPONDENCE DATA				
Fax Number:	(312)984-7700			
Phone:	312-372-2000			
Email:	kwalsh@mwe.com, umattsson@mwe.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP			
Address Line 1:	227 W. Monroe Street, Suite 4400			
Address Line 4:	Chicago, ILLINOIS 60606			
ATTORNEY DOCKET NUMBER:	74031-088			
NAME OF SUBMITTER:	Ulrika E. Mattsson			
Signature:	/Ulrika E. Mattsson/			

CH \$40.00 3838555

Date:

02/08/2012

Total Attachments: 3

source=west point assignment#page1.tif

source=west point assignment#page2.tif

source=west point assignment#page3.tif

## **TRADEMARK ASSIGNMENT**

WHEREAS, West Point Products, LLC, an Ohio limited liability company ("Assignor"), has adopted and used and is the exclusive owner of the trademark registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement ("Purchase Agreement") dated April 14, 2010, Assignor sold all of its trademarks, including the Trademarks listed in Schedule A to West Point Acquisition, LLC, a Delaware limited liability company ("Assignee").

NOW, THEREFORE, for and in consideration of the amounts set forth in the Purchase Agreement and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, *nunc pro tunc* as of April 14, 2010, the entire right, title and interest in and to the Trademarks, the goodwill of the business associated with the Trademarks, and that portion of Assignor's business to which the Trademarks pertains.

Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent & Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademarks.

Upon reasonable notice given by Assignee, Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Trademarks and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Trademarks.


This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

**IN WITNESS WHEREOF**, Assignor has caused this Trademark Assignment to be executed this 31<sup>st</sup> day of January, 2012.

[Signature page follows]


**ASSIGNOR**

West Point Products, LLC


  
By: Thomas J. Day, Jr.

**ASSIGNEE**

West Point Acquisition, LLC

  
By:

**SCHEDULE A**

<b>Country</b>	<b>Trademark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>
U.S.	WEST POINT PRODUCTS	78/237,244 (04/14/2003)	2,820,000 (03/02/2004)
U.S.	AXESS	77/613,178 (11/12/2008)	3,838,555 (08/24/2010)
Canada	LONGER LIFE PRODUCTS <i>Longer Life Products</i>	1175574 (05/02/2003)	TMA634967 (03/10/2005)
Canada	WEST POINT PRODUCTS & DESIGN  West Point Products	1175573 (05/02/2003)	TMA635221 (03/15/2005)

DM\_US 30642027-1.074031.0011