

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
Technical Concepts Bentfield B.V.		12/13/2011	Private Company with Limited Liability: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Rubbermaid Commercial Products LLC		
Street Address:	3 Glenlake Parkway		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2376655	BACTISAN	
Registration Number:	1870239	SPRAY SOAP	
CORRESPONDENCE DATA			
Fax Number:	(630)481-1699		
Phone:	6304811662		
Email:	chris.schneider@newellco.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:	Christopher Schneider		
Address Line 1:	2707 Butterfield Rd.		
Address Line 4:	Oak Brook, ILLINOIS 60523		
ATTORNEY DOCKET NUMBER:	ASSIGN 1540290982511910		
NAME OF SUBMITTER:	Christopher Schneider		
Signature:	/cbs/		

CH \$65.00 2376655

Date:

03/02/2012

Total Attachments: 7

source=TC Bentfield BV to RCP LLC#page1.tif

source=TC Bentfield BV to RCP LLC#page2.tif

source=TC Bentfield BV to RCP LLC#page3.tif

source=TC Bentfield BV to RCP LLC#page4.tif

source=TC Bentfield BV to RCP LLC#page5.tif

source=TC Bentfield BV to RCP LLC#page6.tif

source=TC Bentfield BV to RCP LLC#page7.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into on December 13, 2011 by and between Technical Concepts Bentfield B.V. established under the laws of the Netherlands, with Trade Registry #24356860 ("Assignor"), and Rubbermaid Commercial Products LLC, a limited liability company organized under the laws of Delaware with company registration no. 2877280 ("Assignee").

RECITALS

WHEREAS, Assignor owns certain trademark applications and/or registrations set forth in Exhibit A, attached hereto and made a part hereof (the "Trademarks");

WHEREAS, as part of the restructuring of the Newell Rubbermaid group of companies, Assignor desires to assign the Trademarks to Assignee and;

WHEREAS, Assignee desires to acquire and accept from Assignor all right, title and interest in and to the Trademarks and Assignor authorizes Assignee to use the Declaration attached hereto as Exhibit B for purposes of recording this Assignment;

NOW, THEREFORE, for the sum of one Euro (1€) and other good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in the Intellectual Property, which is defined as: (1) all trademark registrations and applications owned and/or used by the Seller in the countries listed in Exhibit A hereto and all other countries where this assignment is permitted by US law and regulation including without limitation those trademark registrations and applications set forth in Exhibit A hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof; (2) all other corporate and business names, trade and commercial names, logos, trade dress, copyrights and neighbouring rights (whether registered or unregistered) in the countries listed in Schedule 1 and all other countries where this assignment is permitted by US law and regulation; (3) all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of the relevant jurisdictions, by international treaties and conventions and otherwise; (4) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (5) any and all pending legal and administrative proceedings, including opposition proceedings with respect to any of the foregoing; (6) with respect to any of the foregoing, any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages and/or transfer of profits. Assignee hereby accepts the Assignment. Assignor states its consent that the Assignee may be recorded with the respective authorities and offices as successor in title.

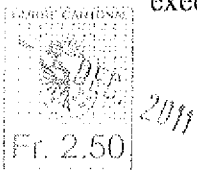
Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and

acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee's right to the Trademarks and to render all necessary assistance in making application for and obtaining registration of the Trademarks with the trademark offices in all countries and in enforcing any rights or choses in action as a result of such applications or the Trademarks by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing agreements and covenants shall bind, and shall inure to the benefit of, the respective assigns, successors, and legal representatives of Assignor and Assignee.

Assignee is authorized by Assignor to communicate, record and register the Declaration in Exhibit B with the respective authorities and offices. Assignor further agrees to cooperate with Assignee and provide and sign any other documentation or forms reasonably required by Assignee to effectuate and/or record the Assignment herein with the respective authorities and offices. Assignee shall bear all costs, expenses, taxes and fees related to aforementioned obligations.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

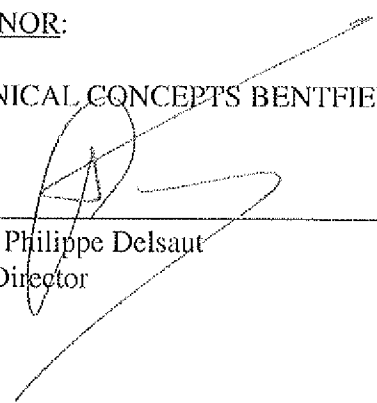


ASSIGNOR:

TECHNICAL CONCEPTS BENTFIELD BV

Seen exclusively for legalization of the signature of Mr. **Philippe DELSAUT**.

Geneva, this 5th day of December 2011/mib-----
Name: Philippe Delsaut
Title: Director

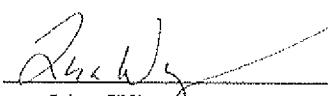
By: 
Name: Philippe Delsaut
Title: Director



Mettu et van Barchem
Aubert Rosset Benjin
Antoine Anken
notaire
Place d'Armes 20 / CP 1116
CH-1227 Carouge - Genève
T: 022 839 33 33

ASSIGNEE:

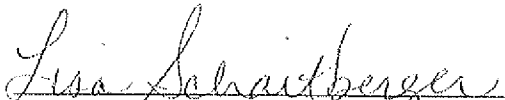
RUBBERMAID COMMERCIAL PRODUCTS LLC

By: 
Name: Lisa Winger
Title: Assistant Secretary

In the State of Illinois, County of DuPage

On this 13th Day of December, 2011, before me, Lisa Schaitberger, the undersigned Notary Public, personally appeared Lisa Winger, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me the same for the purposes therein stated.

WITNESS my hand and official Seal


Lisa Schaitberger, Notary Public

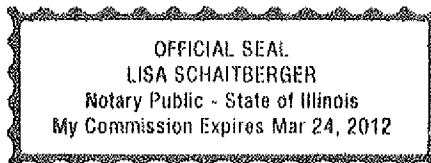


Exhibit A - Trademarks

Trademark	Country	Status	Application Number	Registration Number
BACTISAN	Australia	Registered	772829	772829
BACTIBLOC	Benelux	Registered		625697
BACTISAN	Benelux	Registered	915012	625696
BENTFIELD PUSH & WASH	Benelux	Registered	922539	632629
SPRAYSOAP	Benelux	Registered	757092	492923
TAKEASEAT Design	Benelux	Registered		604321
BENTFIELD	Brazil	Registered	200022610	200022610
BENTFIELD	Brazil	Registered	821112449	821112449
BENTFIELD	Brazil	Registered	821112457	821112457
BACTISAN	Canada	Registered	1415480	805008
BACTISAN	CTM	Pending	7332927	
TAKEASEAT Design	CTM	Registered		491035
BACTISAN	Japan	Registered	H10-078785	4570423
BACTISAN	Paraguay	Registered	2007/13833	307780/2008
BACTISAN	Paraguay	Registered	2007/13832	397779/2008
BACTISAN	Paraguay	Pending	2007/15417	
BACTISAN	United States of America	Registered	75/549875	2376655
SPRAYSOAP DEVICE	United States of America	Registered	74/346571	1870239
BACTISAN	WIPO	Registered	700367	700367

Exhibit B

TO WHOM IT MAY CONCERN
DECLARATION OF ASSIGNMENT

Rubbermaid Commercial Products LLC ("Assignee") a limited liability company organized under the laws of Delaware with company registration no. 30-0437527

Technical Concepts Bentfield B.V., established under the laws of the Netherlands, with Trade Registry #24356860

Hereinafter jointly referred to as the "Parties" and each individually as a "Party".

Pursuant to the Assignment Agreement of December 13, 2011 (hereinafter the "Agreement"), to which the current Declaration is annexed, the Parties hereby jointly declare, to whom it may concern, the assignment of the trademarks (hereinafter the "IP Assets"), as clarified and listed below (the "Assignment").

Assignee is authorized by Assignor to communicate, record and register this Assignment and the current Declaration with the respective authorities and offices.

Assignment:

Pursuant to the Agreement and to the maximum extent permitted by law and for the consideration set forth in the Agreement, Assignor totally, definitively and irrevocably conveys, transfers and assigns the IP Assets including the good will symbolized thereby to Assignee. Assignee hereby accepts the Assignment. Assignor states its consent that the Assignee may be recorded with the respective authorities and offices as successor in title. The Assignment takes place on the date of signature of the Agreement by both Parties.

Due costs:

Assignee shall bear all costs, expenses, taxes and fees that are due as from the date of signature, including those related to the communication, recordal and registration of this Assignment.

List of IP Assets:

See Exhibit A attached hereto

Rubbermaid Commercial Products LLC



Name(s): Lisa Winger

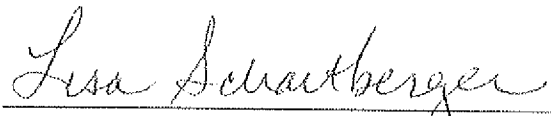
Title(s): Assistant Secretary

In the State of Illinois, County of DuPage

On this 13th Day of December, 2011, before me, Lisa Schaitberger, the undersigned Notary Public, personally appeared Lisa Winger, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me the same for the purposes therein stated.


WITNESS my hand and official Seal




Lisa Schaitberger, Notary Public



Technical Concepts Bentfield BV


Name(s): Philippe Delsaut
Title(s): Director

Seen exclusively for legalization
of the signature of Mr. **Philippe
DELSAUT.** -----
Geneva, this 5th day of 2011/mib



Mottu **et** van Berchem
Aubert Rossat Bonvin
Antoine Anken
notaire
Place d'Armes 20 / CP 1116
CH-1227 Carouge - Genève
T: 022 839 33 33

Exhibit A - Trademarks

Trademark	Country	Status	Application Number	Registration Number
BACTISAN	Australia	Registered	772829	772829
BACTIBLOC	Benelux	Registered		625697
BACTISAN	Benelux	Registered	915012	625696
BENTFIELD PUSH & WASH	Benelux	Registered	922539	632629
SPRAYSOAP	Benelux	Registered	757092	492923
TAKEASEAT Design	Benelux	Registered		604321
BENTFIELD	Brazil	Registered	200022610	200022610
BENTFIELD	Brazil	Registered	821112449	821112449
BENTFIELD	Brazil	Registered	821112457	821112457
BACTISAN	Canada	Registered	1415480	805008
BACTISAN	CTM	Pending	7332927	
TAKEASEAT Design	CTM	Registered		491035
BACTISAN	Japan	Registered	H10-078785	4570423
BACTISAN	Paraguay	Registered	2007/13833	307780/2008
BACTISAN	Paraguay	Registered	2007/13832	397779/2008
BACTISAN	Paraguay	Pending	2007/15417	
BACTISAN	United States of America	Registered	75/549875	2376655
SPRAYSOAP DEVICE	United States of America	Registered	74/346571	1870239
BACTISAN	WIPO	Registered	700367	700367