

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
Delta Consolidated Industries, LLC		01/19/2012	LIMITED LIABILITY COMPANY: ARKANSAS
RECEIVING PARTY DATA			
Name:	Apex Brands, Inc.		
Street Address:	1000 Lufkin Road		
City:	Apex		
State/Country:	NORTH CAROLINA		
Postal Code:	27539		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1514315	DELTA I	
Registration Number:	1921472	DELTA	
Registration Number:	1923277	JOBBOX	
CORRESPONDENCE DATA			
Fax Number:	(602)734-3750		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(602) 262-5311		
Email:	TRADEMARKS@LRLAW.COM		
Correspondent Name:	Jennifer A. Van Kirk		
Address Line 1:	Lewis and Roca LLP		
Address Line 2:	40 North Central Avenue, Suite 1900		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	51949-8		

OP \$90.00 1514315

NAME OF SUBMITTER:	Jennifer A. Van Kirk
Signature:	/JENNIFER A. VAN KIRK/
Date:	04/12/2012
Total Attachments: 4 source=Trademark Assignment (DCILLC to ABI)#page1.tif source=Trademark Assignment (DCILLC to ABI)#page2.tif source=Trademark Assignment (DCILLC to ABI)#page3.tif source=Trademark Assignment (DCILLC to ABI)#page4.tif	

ACKNOWLEDGMENT AND ASSIGNMENT

This Acknowledgment and Assignment is entered into between **DELTA CONSOLIDATED INDUSTRIES, LLC**, an Arkansas limited liability company, doing business at 2728 Capital Blvd., Raleigh, North Carolina 27604 ("Assignor") and **APEX BRANDS, INC.**, formerly known as Cooper Brands, Inc., a Delaware corporation, doing business at 1000 Lufkin Road, Apex, North Carolina, 27539 ("Assignee").

RECITALS

A. Assignor is the registered owner of the trademark registrations set forth at Exhibit A (collectively the "Trademarks").

B. Assignor and Assignee are party to an Intellectual Property Rights Transfer Agreement effective July 3, 2010 ("IP Transfer Agreement") by which Assignee acquired Assignor's rights in the Trademarks.

C. Assignor and Assignee desire to confirm the applications and registrations now owned by Assignee to facilitate recordal of their transfer with the relevant trademark offices.

In consideration of the promises and covenants hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

AGREEMENTS AND ACKNOWLEDGMENTS

1. The parties acknowledge and agree that Assignor assigned to Assignee all right, title and interest in the Trademarks, together with any goodwill of the business symbolized by the Trademarks pursuant to the IP Transfer Agreement. Assignor further acknowledges that it assigned to Assignee all causes of action arising out of or related to past, present or future infringement or misappropriation of the Trademarks and related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Trademarks and collect damages therefor.

2. To the extent the Trademarks or any of the rights associated with the Trademarks are determined not to have been previously assigned from Assignor to Assignee, Assignor hereby sells, assigns, transfers and conveys to Assignee all of its right, title and interest, whether statutory or common law, in and to said Trademarks, including the goodwill of the business symbolized by said Trademarks and all causes of action arising out of or related to past, present or future infringement or misappropriation of the Trademarks and related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Trademarks and collect damages therefor.

IN WITNESS WHEREOF and intended to be legally bound by, the parties have hereunder set their hands, the day and year written below.

[SIGNATURES TO FOLLOW]

Acknowledgment and Assignment
Delta Consolidated Industries, LLC to Apex Brands, Inc.

IN WITNESS WHEREOF, Assignor has caused this Acknowledgment and Assignment to be executed by its duly authorized representative on this 19th day of January, 2012.

ASSIGNOR

DELTA CONSOLIDATED INDUSTRIES, LLC

By: [Signature]

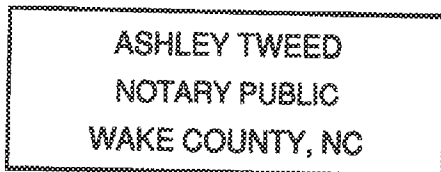
Name: Michael J. Munn

Title: Vice President & Secretary

STATE OF NC §
COUNTY OF Wake § ss.
§

BEFORE ME, the undersigned authority, on this 19th day of January, 2012, personally appeared Michael J. Munn, known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as VP & Secretary on behalf of Delta Consolidated Industries, LLC, the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]



[Signature]

Notary Public Ashley Tweed

My Commission Expires: 09-01-13

Acknowledgment and Assignment
Delta Consolidated Industries, LLC to Apex Brands, Inc.

IN WITNESS WHEREOF, Assignee accepts this Acknowledgment and Assignment to be executed by its duly authorized representative on this 19th day of January, 2012.

ASSIGNEE

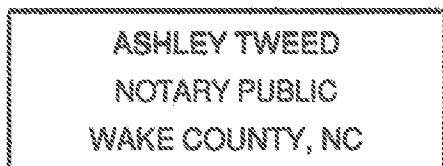
APEX BRANDS, INC.

By: [Signature]
Name: Michael J. Munn
Title: Secretary

STATE OF NC §
COUNTY OF Wake § ss.
§

BEFORE ME, the undersigned authority, on this 19th day of January, 2012, personally appeared Michael J. Munn, known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Secretary on behalf of Apex Brands, Inc. the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]



[Signature]
Notary Public Ashley Tweed

My Commission Expires: 09-07-13

EXHIBIT A

Delta Consolidated Industries, LLC

Country	Trademark	Appl No.	Filing Date	Reg. No.	Reg. Date	Class
United States	TRAVELMASTER (Stylized)	73/360609	21-Apr-1982	1262266	27-Dec-1983	09, 18, 28
United States	THE TRUKMATE (Stylized)	73/408365	06-Jan-1983	1301714	23-Oct-1984	20
United States	STORALL	73/662121	21-May-1987	1470427	29-Dec-1987	06
United States	PAYLOAD PLUS DI DELTA and Design	73/672886	15-Jun-1987	1488855	31-May-1988	06
United States	DELTA I and Design	73/710934	12-Feb-1988	1514315	29-Nov-1988	06
United States	DELTA	74/505381	28-Mar-1994	1921472	26-Sep-1995	06, 20
United States	JOBOX	74/505384	28-Mar-1994	1923277	03-Oct-1995	06
United States	ARMOR BRITE	75/762675	28-Jul-1999	3029542	13-Dec-2005	02
United States	GEAR-LOCK	78/419825	17-May-2004	3542295	02-Dec-2008	12
United States	EZ-LOADER	78/971547	11-Sep-2006	3455849	24-Jun-2008	06