

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
TPPI HOLDINGS, INC. (f/k/a Taylor Precision Products, Inc.)		06/08/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TAYLOR PRECISION PRODUCTS, INC. (f/k/a Taylor Acquisition, Inc.)
Street Address:	2311 W. 22nd Street, Suite 200
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3033232	126
Registration Number:	3033233	126.5
Registration Number:	3033231	18.0%
Registration Number:	0639634	BI-THERM
Registration Number:	2230094	CLEAR-VU
Registration Number:	3722041	CONNOISSEUR
Registration Number:	3703032	DOUBLE UP
Registration Number:	2100285	FITNESSMINDER
Registration Number:	0280982	HUMIDIGUIDE
Registration Number:	2355678	IMAGE GALLERY
Registration Number:	2961456	LEADING THE WAY IN ACCURACY
Registration Number:	1295788	METRO
Registration Number:	1713243	METRO
Registration Number:	2905210	PERMACOLOR

TRADEMARK

Registration Number:	3005040	RAINTRACKER
Registration Number:	3768389	TAYLOR
Registration Number:	0314945	TAYLOR
Registration Number:	0626182	TAYLOR
Registration Number:	2914144	TAYLOR
Registration Number:	2362880	TAYLOR
Registration Number:	2272833	TAYLOR
Registration Number:	0198350	TEMPRITE
Registration Number:	3090305	TEMPRITE
Registration Number:	3327320	TEMPSAVER
Registration Number:	2296594	TRU TEMP
Registration Number:	3280904	WEEKEND WARRIOR
Registration Number:	3309524	TAYLOR WEEKEND WARRIOR
Registration Number:	1617496	WEIGHTMINDER
Registration Number:	2016257	WEIGHTRACKER
Registration Number:	1220662	BIG AND BOLD
Registration Number:	2484124	COOK-RITE
Registration Number:	3210478	PRECISETEMP
Registration Number:	3205940	PRECISETIME
Registration Number:	1686306	SPRINGFIELD
Registration Number:	1099339	SPRINGFIELD
Registration Number:	2261430	SPRINGFIELD
Registration Number:	3356875	VENT-MISER
Serial Number:	85380061	COOK-RITE
Serial Number:	77898133	GREEN LIVING BY TAYLOR
Serial Number:	85428306	PLAN & PREP
Registration Number:	3224467	TRUTEMP

CORRESPONDENCE DATA

Fax Number: 2483583351
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (248) 358-4400
Email: marapakis@brookskushman.com
Correspondent Name: Matthew R. Mowers
Address Line 1: 1000 Town Center, 22nd Floor
Address Line 4: Southfield, MICHIGAN 48075-1238

TRADEMARK

REEL: 004799 FRAME: 0233

	TPP 0282 A
NAME OF SUBMITTER:	Matthew R. Mowers
Signature:	/matthew r mowers/
Date:	06/11/2012
Total Attachments: 7 source=Assignment of Trademarks - TPPI Holdings, Inc#page1.tif source=Assignment of Trademarks - TPPI Holdings, Inc#page2.tif source=Assignment of Trademarks - TPPI Holdings, Inc#page3.tif source=Assignment of Trademarks - TPPI Holdings, Inc#page4.tif source=Assignment of Trademarks - TPPI Holdings, Inc#page5.tif source=Assignment of Trademarks - TPPI Holdings, Inc#page6.tif source=Assignment of Trademarks - TPPI Holdings, Inc#page7.tif	

Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of this 8th day of June, 2012, by and between TPPI Holdings, Inc. (f/k/a Taylor Precision Products, Inc.), a Delaware corporation ("**Assignor**"), and Taylor Precision Products, Inc. (f/k/a Taylor Acquisition, Inc.), a Delaware corporation ("**Assignee**"), pursuant to and subject to the terms of that certain Membership Interest and Asset Purchase Agreement dated May 25, 2012 (the "**Purchase Agreement**"), under which Assignor has agreed to sell and Assignee has agreed to purchase certain specified assets of Assignor. Any capitalized term not defined in this Assignment shall have the meaning assigned to such term in the Purchase Agreement.

Pursuant to the Purchase Agreement, Assignor has assigned, conveyed and transferred to Assignee all of its right, title and interest in and to certain Proprietary Rights (other than Proprietary Rights that are Excluded Assets) used in or related to the Business, including, without limitation, the registered trademarks and trademark applications listed on **Schedule 1** attached hereto (the "**Assigned Trademarks**"), together with the goodwill associated with or otherwise symbolized by the Assigned Trademarks.

The parties wish to execute this Assignment for purposes of transferring the Assigned Trademarks pursuant to the Purchase Agreement and recording the assignment and transfer of the Assigned Trademarks from Assignor to Assignee with the relevant United States governmental agency, including the United States Patent and Trademark Office, and all applicable foreign intellectual property offices, as may be necessary or desirable to effectuate, record and perfect the assignment and transfer of the Assigned Trademarks from Assignor to Assignee.

In consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to (i) the Assigned Trademarks, (ii) the trademark registrations and applications for registration of trademarks for the Assigned Trademarks listed on **Schedule 1** attached hereto, (iii) the goodwill of Assignor's business associated with or otherwise symbolized by the Assigned Trademarks, and (iv) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage or injury to such Assigned Trademarks (other than any past infringements of the Assigned Trademarks by FKA Distributing Co., d/b/a HoMedics, Inc. or HoMedics Group Ltd.).

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.

3. As further set forth in the Purchase Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws provisions. Each party to this Assignment agrees that it would bring any suit, action or proceeding in respect of any claim

arising out of or related to this Assignment or the transactions contemplated hereby, whether in tort or contract or at law or in equity, exclusively in a federal or state court located in the State of Delaware (any such court, a "**Chosen Court**"). Each party hereby (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waive, to the fullest extent permitted by applicable law, any objection to laying venue in the Chosen Courts, and (iii) waives any objection that any Chosen Court is an inconvenient forum or does not have personal jurisdiction over any party.

5. Nothing contained in this Assignment, express or implied, shall be deemed to supersede, enlarge, alter, release, limit or amend the terms and provisions of the Purchase Agreement in any manner whatsoever. In the event of any conflict or inconsistency between the provisions hereof and the Purchase Agreement, the Purchase Agreement shall control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

"Assignor"

TPPI Holdings, Inc.
(f/k/a Taylor Precision Products, Inc.)
a Delaware corporation

By: 
Alon D. Kaufman, CEO

"Assignee"

Taylor Precision Products, Inc.
(f/k/a Taylor Acquisition, Inc.)
a Delaware corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

"Assignor"

TPPI Holdings, Inc.
(f/k/a Taylor Precision Products, Inc.)
a Delaware corporation

By: _____
Alon D. Kaufman, CEO

"Assignee"

Taylor Precision Products, Inc.
(f/k/a Taylor Acquisition, Inc.)
a Delaware corporation

By: MS
Name: Michael Schnabel
Title: Senior Vice President

Signature Page to Trademark Assignment

TRADEMARK
REEL: 004799 FRAME: 0238

SCHEDULE 1**Trademarks**

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS		
Trademark	Appl./Reg. No.	Filing/Reg. Date
126	3,033,232	12/20/2005
126.5	3,033,233	12/20/2005
18.0%	3,033,231	12/20/2005
BI-THERM	639,634	01/08/1956
CLEAR-VU	2,230,094	03/09/1999
CONNOISSEUR	3,722,041	12/08/2009
COOK-RITE	85/380,061	07/25/2011
DOUBLE UP	3,703,032	10/27/2009
FITNESSMINDER	2,100,285	09/23/1997
GREEN LIVING BY TAYLOR AND DESIGN	77/898,133	12/21/2009
HUMIDIGUIDE	280,982	03/03/1931
IMAGE GALLERY	2,355,678	06/06/2000
LEADING THE WAY IN ACCURACY	2,961,456	06/07/2005
METRO	1,295,788	09/18/1984
METRO	1,713,243	09/08/1992
PERMACOLOR	2,905,210	11/23/2004
PLAN & PREP AND DESIGN	85/428,306	09/21/2011
RAINTRACKER	3,005,040	10/04/2005
TAYLOR	3,768,389	03/30/2010
TAYLOR (Stylized)	314,945	07/10/1934
TAYLOR (Stylized)	626,182	05/01/1956
TAYLOR	2,914,144	12/28/2004
TAYLOR and Design	2,362,880	06/27/2000
TAYLOR and Design	2,272,833	08/24/1999
TEMPRITE	198,350	05/12/1925
TEMPRITE	3,090,305	05/09/2006
TEMPSAVER	3,327,320	10/30/2007
TRU TEMP	2,296,594	11/30/1999
TRUTEMP	3,224,467	04/03/2007
WEEKEND WARRIOR	3,280,904	08/14/2007
TAYLOR WEEKEND WARRIOR AND DESIGN	3,309,524	10/09/2007
WEIGHTMINDER	1,617,496	10/16/1990
WEIGHTRACKER	2,016,257	11/12/1996
BIG AND BOLD	1,220,662	12/21/1982
COOK-RITE	2,484,124	09/04/2001
PRECISETEMP	3,210,478	02/20/2007
PRECISETIME	3,205,940	02/06/2007

SPRINGFIELD	1,686,306	05/12/1992
SPRINGFIELD	1,099,339	08/15/1978
SPRINGFIELD AND DESIGN	2,261,430	07/13/1999
VENT-MISER	3,356,875	12/18/2007

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS			
Trademark	Country	Appl./Reg. No.	Filing/Reg. Date
CONNOISSEUR	Mexico	1,130,276	11/13/2009
COOK-RITE	Canada	1,566,701	03/01/2012
DOUBLE UP	Australia	1,257,693	08/18/2008
LEADING THE WAY IN ACCURACY	Mexico	59150	07/02/2010
LEADING THE WAY IN ACCURACY	Mexico	59149	07/02/2010
METRO	Canada	300448	03/01/1985
METRO	Israel	107831	11/05/1997
METRO	Mexico	478953	11/09/1994
PERFECT TEMP	Canada	794716	04/05/2011
PERMACOLOR	Canada	55728	11/19/1932
PROHELIX	Canada	660943	03/20/2006
PROHELIX	European Community	3,875,085	10/19/2005
SALTER	Mexico	1121994	08/24/2009
TAYLOR	China		04/13/2012
TAYLOR	Ireland	240351	08/23/2005
TAYLOR	Mexico	1126437	10/20/2009
TAYLOR	Mexico	1087029	02/24/2009
TAYLOR	Mexico	1005834	2/19/2009
TAYLOR	United Kingdom	2399852	12/04/2009
TAYLOR	Australia	125196	10/11/1983
TAYLOR	Germany	478491	08/28/1935
TAYLOR	New Zealand	B71589	09/17/1965
TAYLOR	Norway	22929	04/08/1985
TAYLOR	Puerto Rico	3873	06/14/1935
TAYLOR	Sweden	44939	04/15/1935
TAYLOR	Switzerland	330817	06/01/1984
TAYLOR	Taiwan	50894	02/01/1972
TAYLOR	Denmark	VR196702394 (2394/67)	08/18/1967
TAYLOR	Denmark	VR193500446 (446/35)	05/04/1935
TAYLOR	Greece	11771	07/21/1978
WEEKEND WARRIOR and Design	Canada	728937	11/20/2008

TEMPRITE	Canada	55696	11/10/1932
TEMPSAVER	Canada	745901	08/21/2009
WEEKEND WARRIOR	Canada	727015	10/27/2008
WEIGHTMINDER	European Community	66670	03/18/1998
WEIGHTMINDER	Mexico	458877	04/29/1994
SPRINGFIELD	China	7690200	03/14/2011
SPRINGFIELD	China	7690199	09/11/2009
VENT-MISER	China	5772997	09/28/2009
VENT-MISER	Canada	750,771	10/22/2009