

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kraus Inc.		06/11/2012	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Kraus Brands LP
<b>Street Address:</b>	65 Northfield Drive West
<b>City:</b>	Waterloo, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	N2J 4J4
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	85439414	TABZ
Serial Number:	78444033	KRAUS
Serial Number:	78354842	ZIPPERLOCK

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-269-8000

Email: mhoffman@ngelaw.com

Correspondent Name: Lee J. Eulgen

Address Line 1: Neal Gerber & Eisenberg LLP

Address Line 2: Two North LaSalle Street

Address Line 4: Chicago, ILLINOIS 60602

<b>ATTORNEY DOCKET NUMBER:</b>	25307.0703
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DOMESTIC REPRESENTATIVE

CH \$90.00 85439414

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Lee J. Eulgen
Signature:	/Lee J. Eulgen/
Date:	06/19/2012

Total Attachments: 4  
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** is effective as of June 11<sup>th</sup>, 2012 (the “**Effective Date**”), and is made by and between **PRICEWATERHOUSECOOPERS INC.**, solely in its capacity as court-appointed receiver of the assets, undertakings and properties of **STRUDEX FIBRES LIMITED, KRAUS INC., KRAUS CANADA INC. AND 538626 B.C. LTD.** (collectively, the “**Kraus Group**”) and not in its personal or corporate capacity, with a place of business at PwC Tower, Suite 2600, 18 York Street, Toronto, Ontario, Canada M5H 0B2 (“**Assignor**”), and **KRAUS BRANDS LP**, with a place of business at 65 Northfield Drive West, Waterloo, Ontario N2J 4J4 (“**Assignee**”).

**RECITALS**

**WHEREAS**, Assignor has agreed to assign all of its right, title and interest, if any, and all of the Kraus Group’s right, title and interest in and to the trademarks identified on Schedule “A” attached hereto, including all applications and registrations therefor, all common law rights therein in any jurisdiction, and all goodwill associated with and symbolized thereby (collectively, the “**Trademarks**”);

**AND WHEREAS**, pursuant to the order of the Court dated June 11, 2012 (the “**Vesting Order**”), the Assignor was appointed as the receiver of all of the assets, undertakings and properties of the Kraus Group;

**AND WHEREAS**, on the terms and subject to the conditions of the asset purchase agreement dated as of June 11, 2012, by and among the Assignor and the Assignee (as may be modified, amended or supplemented from time to time, the “**Asset Purchase Agreement**”), the Assignor has agreed to, at the Closing, transfer, sell, convey, assign, and deliver to the Assignee all of the Assignor’s right title and interest, if any, and all of the Kraus Group’s right, title and interest, in and to the Trademarks, which will, pursuant to the Vesting Order, be free and clear of all Liens and Encumbrances other than Permitted Encumbrances;

**AND WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Trademarks including without limitation all common law rights therein in any jurisdiction, and all goodwill associated therewith and symbolized thereby.

**AND WHEREAS**, all capitalized terms used in this Trademark Assignment but not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors, legal representatives and assigns, all of its right, title and interest, if any, and all of the Kraus Group’s right, title and interest in, to, and under the Trademarks throughout the world, including without limitation: (i) all common law rights therein in any jurisdiction; (ii) all goodwill associated therewith and symbolized thereby; (iii) that portion of the business to which the Trademarks pertain; (iv) the right to further assign and/or to license any and all right, title and interest in and to the Trademarks; and (v) the right to sue and collect damages for past infringement of the Trademark

by any third party. This assignment is being made in compliance with Section 10 of the U.S. Trademark Act, 15 U.S.C. Section 1060.

Assignor hereby authorizes and requests the Commissioner of Trademarks in the United States and the Registrar of Trade-Marks in Canada to record Assignee as the owner of the Trademarks and to issue all registrations for said Trademarks to Assignee, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns.

The Assignor shall, provided that it has not been discharged as the receiver of the Kraus Group, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the assignment of the Trademarks contemplated by this Trademark Assignment, and the Assignor shall provide such further documents or instruments required as may be reasonably necessary or desirable to effect the purpose of this Trademark Assignment and carry out its provisions, provided that the reasonable costs and expenses of any actions at the request of the Assignee shall be the responsibility of the Assignee.

The Assignee appoints Cassels Brock & Blackwell LLP, whose full postal address is 40 King St. W, Suite 2100, Toronto, Ontario M5H 3C2 Canada (Attention: Trademark Department), as the firm to whom any notice in respect of the registration may be sent, and upon whom service of any proceedings in respect of the registration may be given or served with the same effect as if they had been given or served upon it.


Assignee hereby acknowledges and agrees that the assignment contemplated by this Trademark Assignment is on an "as is, where is" basis in accordance with Section 7.5 of the Asset Purchase Agreement.

This Trademark Assignment may be executed by the Parties in counterparts and may be executed and delivered by facsimile or other electronic means and all such counterparts and facsimiles (or other electronic deliveries) shall together constitute one and the same agreement.


*[Signature page to follow]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date.

PRICEWATERHOUSECOOPERS INC., solely in its capacity as court-appointed receiver of the assets, undertakings and properties of STRUDEX FIBRES LIMITED, KRAUS INC., KRAUS CANADA INC. AND 538626 B.C. LTD. and not in its personal or corporate capacity

Per:   
Name: John McKenna  
Title: Senior Vice President

KRAUS BRANDS LP, by its general partner  
~~KRAUS BRANDS INC.~~

Per:   
Name: Chris Emmott  
Title: Director & Vice President

**SCHEDULE "A"**  
**TRADEMARKS**

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY	DESCRIPTION
Strudex Fibres Limited	0348345	186,095	Oct. 13, 1972	Canada	Strudon
	1219156	638,055	Apr. 21, 2005	Canada	Softrelle
	78444052	3482051	August 5, 2008	United States	Softrelle
Kraus Inc.	0398637	219,716	Mar. 25, 1977	Canada	Omega
	0502508	290,596	May 4, 1984	Canada	Ultra Point
	0502510	290,598	May 4, 1984	Canada	Omni Graph
	0502509	290,597	May 4, 1984	Canada	Omni Point
	1199697	629,346	Jan. 5, 2005	Canada	Zipperlock
	1226337	647,821	Sept. 12, 2005	Canada	@work
	1219155	686,562	Apr. 25, 2007	Canada	Kraus
	85439414	Application Serial No. 85439414	Filed Oct. 5, 2011	United States	Tabz
	78444033	3,049,197	Jan. 24, 2006	United States	Kraus
	78354842	3,133,792	Aug. 22, 2006	United States	Zipperlock