

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
The Tranzonic Companies		06/01/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Albaad USA Inc.		
Street Address:	129 S. Technology Drive		
City:	Reidsville		
State/Country:	NORTH CAROLINA		
Postal Code:	27320		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1393753	AT EASE	
Registration Number:	2851952	BABYKINS	
Registration Number:	2663986	COMFORTTEX	
Registration Number:	1570595	EVERYDAY	
Registration Number:	1803038	LITE TIMES	
Registration Number:	2447847	MAXITHINS	
Registration Number:	1315352	MAXITHINS	
Registration Number:	1220526	MAXITHINS	
Registration Number:	2819032	MOISTURE-MINDER	
Registration Number:	2621948	OVERNITES	
Registration Number:	2858349	PRECIOUS	
Registration Number:	2926628	PRECIOUS	
Registration Number:	1659713	PRECIOUS	
Registration Number:	1435272	QUICKSORB	

Registration Number:	3582527	RE-FIT
Registration Number:	2503067	SAFE & SOFT
Registration Number:	1824883	SAFE & SOFT
Registration Number:	3575195	SANIWRAP
Registration Number:	3575167	SUPRA-FIT
Registration Number:	2230662	WARM BATH

CORRESPONDENCE DATA

Fax Number: 6157822371

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

Email: jkovalcik@stites.com

Correspondent Name: Jennifer L. Kovalcik

Address Line 1: 401 Commerce Street, Suite 800

Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	ALBAAD/TRANZONIC
NAME OF SUBMITTER:	Maria Cleary
Signature:	/maria cleary/
Date:	06/29/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of June 1, 2012, by and between The Tranzonic Companies, an Ohio corporation with an address at 26301 Curtiss Wright Parkway, Suite 200, Richmond Heights, Ohio 44143-1454 ("Assignor"), and Albaad USA Inc., a North Carolina corporation with an address at 129 S. Technology Drive, Reidsville, NC 27320 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated May 9, 2012 (the "Asset Purchase Agreement"), which provides, among other things, that Assignor assigns and transfers to Assignee the Business (as defined in the Asset Purchase Agreement) and all of Assignor's right, title and interest in and to all of the assets used exclusively by Assignor in the operation of the Business;

WHEREAS, Assignor desires to assign to Assignee, all of Assignor's right, title and interest in and to all of Assignor's intellectual property used exclusively by Assignor in the operation of the Business, the Acquired Intellectual Property (as defined in the Asset Purchase Agreement), and Assignee desires to accept the assignment of such intellectual property from Assignor, subject to the terms and conditions of the Asset Purchase Agreement and this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names among the Acquired Intellectual Property (the "Marks"); (ii) all registrations and applications for registration of the Marks worldwide, including, but not limited to, the trademark registrations identified on Schedule A attached hereto; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same

would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor covenants and agrees that it will, at any time upon written request by Assignee, do everything reasonable to aid Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration, but at the expense of Assignee, its successors, assigns or other legal representatives.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of this 1 day of June, 2012.

ASSIGNOR

THE TRANZONIC COMPANIES

By: *Kenneth F. Vuylsteke*
Name: Kenneth F. Vuylsteke
Title: President and CEO

State of Ohio)
)
County of Cuyahoga) ss:

Subscribed to and sworn before me by Assignor on this 1 day of June, 2012.

Renée Everett
Notary Public

My commission expires: _____



RENEE EVERETT
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 10/18/15

ASSIGNEE

ALBAAD USA INC.

By: _____
Name: _____
Title: _____

State of _____)
)
County of _____) ss:

Subscribed to and sworn before me by Assignee on this ____ day of June, 2012.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of this 1 day of June, 2012.

ASSIGNOR

THE TRANZONIC COMPANIES

By: _____

Name: _____

Title: _____

State of Ohio)

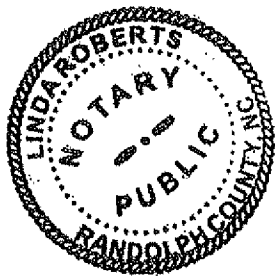
ss:

County of Cuyahoga)

Subscribed to and sworn before me by Assignor on this ____ day of June, 2012.

Notary Public

My commission expires: _____



ASSIGNEE

ALBAAD USA INC.

By: [Signature]

Name: RONALD J. GUREN

Title: CEO

State of NORTH CAROLINA)

ss:

County of ROCKINGHAM)

Subscribed to and sworn before me by Assignee on this 29th day of MAY, 2012

[Signature]
Notary Public

My commission expires: 08-24-2013

SCHEDULE A

Trademark	Country	Registration No.	Registration Date	Next Renewal/Maintenance Deadline
AT EASE	Chile	457,124	02/09/1996	02/09/2016
AT EASE	Mexico	455,956	06/03/1993	06/03/2013
AT EASE	Peru	025170	04/17/1976	04/17/2016
AT EASE	United States	1,393,753	05/20/1986	05/20/2016
BABYKINS	United States	2,851,952	06/08/2004	06/08/2014
COMFORTEX	United States	2,663,986	12/17/2002	12/17/2012
EVERYDAY	United States	1,570,595	12/12/1989	12/12/2019
LITE TIMES	United States	1,803,038	11/09/1993	11/09/2013
MAXI-MINCES	Canada	291,729	06/08/1984	06/08/2014
MAXITHINS	Canada	279,175	04/29/1983	04/29/2013
MAXITHINS	United States	2,447,847	05/01/2001	05/01/2021
MAXITHINS	United States	1,315,352	01/22/1985	01/22/2015
MAXITHINS	United States	1,220,526	12/21/1982	12/21/2012
MOISTURE-MINDER	United States	2,819,032	03/02/2004	03/02/2014
OVERNITES	United States	2,621,948	09/17/2002	09/17/2012
PRECIOUS	Columbia	181314	11/24/1995	11/24/2015
PRECIOUS	Mexico	391368	02/01/1991	02/01/2021
PRECIOUS	United States	2,858,349	06/29/2004	06/29/2014
PRECIOUS	United States	2,926,628	02/15/2005	02/15/2015
PRECIOUS	United States	1,659,713	10/08/1991	10/08/2021
QUICKSORB	United States	1,435,272	04/07/1987	04/07/2017
RE-FIT	United States	3,582,527	03/03/2009	03/03/2015
SAFE & SOFT	United States	2,503,067	10/30/2001	10/30/2021
SAFE & SOFT	United States	1,824,883	03/08/1994	03/08/2014
SANIWRAP	United States	3,575,195	02/17/2009	02/17/2015
SUPRA-FIT	United States	3,575,167	02/17/2009	02/17/2015
WARM BATH	United States	2,230,662	03/09/1999	03/09/2019