

TRADEMARK ASSIGNMENT

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CR Brands, Inc.		09/28/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	CRB Acquisition Company
Street Address:	25101 Chargrin Boulevard
Internal Address:	Suite 350
City:	Cleveland
State/Country:	OHIO
Postal Code:	44122
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	0850357	BIZ
Registration Number:	1316463	BIZ
Registration Number:	3926979	BLAST PACKS
Registration Number:	3909421	ENZAMIX
Registration Number:	2638473	EXTREME CLEAN
Registration Number:	2274962	MAGNUM POWER
Registration Number:	3926978	MAX ENZYMES
Registration Number:	3717598	MEAN GREEN
Registration Number:	2346689	MEAN GREEN
Registration Number:	3717597	MEAN GREEN
Registration Number:	1408119	MEAN GREEN
Registration Number:	2686104	ORANGE FRESH
Registration Number:	2527208	OXYDOL

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Registration Number:	0565552	OXYDOL
Registration Number:	0962363	PINE POWER
Registration Number:	1287574	PINE POWER
Registration Number:	2744131	TAKE CLEAN TO THE EXTREME

CORRESPONDENCE DATA

Fax Number: 2127557306

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

Email: ycao@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Ying Cao

Signature:

/Ying Cao/

Date:

10/03/2012

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”) is made as of September 28, 2012 (the “*Effective Date*”) by CR Brands, Inc., a Delaware corporation (“*Assignor*”) and CRB ACQUISITION COMPANY, a Delaware corporation (“*Assignee*”). Assignor and Assignee also may be referred to herein individually as a “*party*” and collectively as the “*parties*.”

WHEREAS, Assignor owns and operates a business that is engaged in the manufacture, sale, marketing, development and distribution of cleaning and laundry products (the “*Business*”);

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor and Assignee, dated September 14, 2012 (the “*Asset Purchase Agreement*”), Assignee acquires from Assignor, substantially all the assets used in (or held for use in) the Business, together with certain specified liabilities of the Business, all on the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, Assignor holds certain intellectual property rights relating to the Business; and

WHEREAS, Assignor desires to assign its right, title, and interest in all such intellectual property rights to Assignee;

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The terms “include” and “including” indicate examples of a foregoing general statement and not a limitation on that general statement.
 - (a) “*Intellectual Property*” means all patents and patent applications, trademarks, trademark applications and trademark registrations, service marks, registered or unregistered copyrights, and all documented formulas, design and manufacturing information and know-how, methods, processes, specifications, quality control information and procedures, use, installation and safety information and procedures in respect of products, inventions, discoveries, trade secrets, trade names or other design or manufacturing confidential information and supplier, customer and marketing information comprising trade secrets or other confidential information that is either owned by Assignor or in which Assignor has any rights and that is used or held in the operation of the Business. The Intellectual Property includes the trademark registrations listed in Appendix 1.
2. Assignment. Assignor agrees to assign, transfer, convey, deliver and set over to Assignee, and hereby irrevocably assigns, transfers, conveys, delivers and sets over to Assignee, and its successors, assigns and other legal representatives, all of Assignor’s right, title and interest in and to the Intellectual Property, together with the goodwill of the business associated therewith, any foreign counterparts or equivalents thereto,

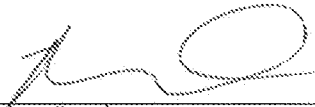
existing now or in the future, renewals and extensions of any of the foregoing and any Intellectual Property that may be registered upon or issue from any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future misappropriation, infringement or other unauthorized use of the Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Authorization. Assignor authorizes and requests the United States Copyright Office, the United States Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record Assignee as the assignee and owner of the Intellectual Property, and to register or issue any and all Intellectual Property thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
4. Further Assurances. Assignor shall provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions, registrations, renewals, filings or equivalent to any of the foregoing for any of the Intellectual Property; (2) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement, misappropriation or other proceedings that may arise in connection with any of the Intellectual Property, including, but not limited to, testifying as to any facts relating to the rights assigned in this Agreement; (3) obtaining any additional protection for any of the Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Agreement in the United States and any and all applicable foreign jurisdictions.
5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
6. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The electronic transmission of any signed original counterpart of this Agreement shall be deemed to be the delivery of an original counterpart of this Agreement.

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the Effective Date.

ASSIGNOR:

CR BRANDS, INC.

By: 
Name: *Richard Owen*
Title: *President*

ASSIGNEE:

CRB ACQUISITION COMPANY

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the Effective Date.

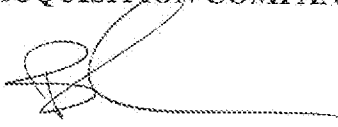
ASSIGNOR:

CR BRANDS, INC.

By: _____
Name:
Title:

ASSIGNEE:

CRB ACQUISITION COMPANY

By:  _____
Name: Bassem A. Mansour
Title: President

APPENDIX 1


CR Brands Trademark Inventory-July 5, 2012

Mark	Country	App No	Filing Date	Reg No	Reg Date	Class(es)	Goods/ Services
	Canada	0308594	10/26/1967	TMA157384	6/21/1968	3	A laundry pre-soak product
BIZ	Aruba	N/A	12/31/1985	13831	12/31/1985	3	
BIZ	Bahamas			4358	11/23/1964	47 (Local class)	Starch, blue and other preparations for laundry purposes, including bleaching preparations, laundry fabric brighteners and laundry fabric softeners
BIZ	Barbados			81/4615	12/3/1964	3	Bleaching preparations; soaps; detergents; cleansers; scouring and abrasive preparations; preparations for laundry purposes, including starch, blue, fabric brighteners and fabric softeners
BIZ	Bermuda	0033424	8/6/2001	0033424	8/6/2001	3	Cleansing products, soaps, detergents, household cleaners and bleach
BIZ	Canada	0307918	9/25/1967	TMA156982	5/24/1968	3	A laundry pre-soak product
BIZ	Canada	227,867	12/3/1954	TMA100,702	5/20/1955	N/A	Soap, soap-like synthetic detergent and cleanser
BIZ	China	2001111923	6/27/2001	1970391	10/7/2002	3	Cleansing products for laundry, soaps, detergents, household cleaners, laundry detergents, sudsing cleaner, bleaching preparations for laundry
BIZ	Dominican Republic			9775	2/15/1957	14	Soap and soap-like synthetic detergents for household and laundry use; substances for washing, bleaching, cleaning and removing stains and other preparations for the laundry including fabric softeners, fabric brighteners, laundry starch and laundry bluing
BIZ	El Salvador			12279	5/25/1965	12, 127	Cleanser, scouring preparations; bleaching preparations and other prep for laundry use...; soap and soap-like synthetic detergents for household and laundry use
BIZ	El Salvador			183 Book 62	10/31/1997	3	
BIZ	Finland	1454/56	6/26/1956	31105	4/2/1957	3	Soap and soap-like synthetic detergents
BIZ	Guatemala			9938/22/35	1/3/1957	3	Cleansing cleaners, cleansers and detergents
BIZ	Hong Kong			19650630	12/1/1964	3	Bleaching preparations and other substances for laundry and household use, including laundry fabric softeners, laundry fabric brighteners, laundry starch and laundry bluing; cleansing, polishing, scouring and abrasive preparations
BIZ	Hong Kong			19560966	6/29/1956	3	Soap and soap-like synthetic detergents and cleanser for

CR Brands Trademark Inventory-July 5, 2012

Mark	Country	App No	Filing Date	Reg No	Reg Date	Class(es)	Goods/ Services
							laundry and household use
BIZ	India			257019	5/27/1969	3	Cleaning (scouring) powder
BIZ	Ireland		4/25/1973	81989	4/25/1973	3	Soaps; detergents (not for use in industrial or manufacturing processes), substances for laundry use; cleaning preparations
BIZ	Jamaica	3/4290	7/16/2001	39,668	7/16/2001	3	Cleansing products; detergents and household cleaners; bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps
BIZ	Japan	171410/1972		1240581	12/13/1976	3	Antistatic agents for home use, defatting agents for home use, benzene for removing stains, softeners for laundry use, bleaching preparations for laundry use, seaweed paste for laundry use, mannan paste for laundry use, starch paste for laundry use...
BIZ	Kenya		9/10/1956	7446	9/10/1956	47	Soap and soap-like synthetic detergents and cleanser for laundry and household use
BIZ	Mauritius			Z/11 No. 355	1/19/1965	3	Soaps, detergents, bleaching preparations and other substances for laundry and household use, including laundry fabric softeners, laundry fabric brighteners, laundry starch and laundry bluing; cleaning, polishing, scouring and abrasive preparations
BIZ	Mexico	160439	2/11/1993	452373	2/15/1994	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; detergents; dentifrices
BIZ	Netherlands Antilles			5573	9/23/1974	3	Bleaching preparations and other substances for laundry and household use, including laundry fabric softeners, laundry fabric brighteners, laundry starch and laundry bluing; cleaning, polishing, scouring and abrasive preparations
BIZ	New Zealand	640068	6/21/2001	640068	1/3/2002	3	Cleaning and cleansing products and preparations for household use, including soaps, detergents, and household cleaners
BIZ	Pakistan			120474	5/29/1993	3	Bleaching preparations and other substances for laundry use, cleaning, polishing, scouring and abrasive preparations, soaps, perfumery, essential oils, cosmetics, hair lotions, dentifrices
BIZ	Panama	10348	5/14/1958	5641	5/14/1958	3	Sudsy cleaners, cleansers and detergents
BIZ	Puerto Rico			14025	11/10/1966	3	Cosmetics and cleaning preparations

CR Brands Trademark Inventory-July 5, 2012

Mark	Country	App No	Filing Date	Reg No	Reg Date	Class(es)	Goods/ Services
BIZ	Slovakia	1972-2001	6/27/2001	203221	7/3/2003	3	Cleansing products, including soaps, detergents and household cleaners
BIZ	Taiwan			14690	1/1/1963	4	Soap-like, synthetic detergents for laundry and household use
BIZ	Tanzania (Zanzibar)	N/A		210/71	2/6/1971	47	Common soap, detergents, cleaning and cleansing preparations, bleaching preparations, starch, blue and other preparations for laundry purposes
BIZ	Uganda			8524	12/23/1964	3	Bleaching preparations for laundry and household use and other substances for laundry use, including fabric softeners, fabric brighteners, starch and bluing; soaps and detergents; cleaning, polishing, scouring and abrasive preparations
BIZ	UK	922079	3/6/1968	922079	3/6/1968	3	Preparations and substances for laundry use; and detergents (not for use in industrial or manufacturing processes)
BIZ	US	72/287,864	1/2/1968	850,357	6/4/1968	3	Dry, granulated sudsing detergent useful as a pre-soak in laundry use
BIZ	US	73/480,296	5/14/1984	1,316,463	1/29/1985	3	Laundry cleaning preparation-namely, bleach and pre-soak
BIZ	US	71/494,116	12/29/1945	423995	9/17/1946	3	Sudsing cleaner, cleanser, and detergent
BIZ	Venezuela			33545-F	3/12/1958	4	Sudsing soap-like synthetic and detergent
BIZ	Zambia		12/2/1964	974/64	12/2/1964	3	Bleaching preparations and other substances for laundry use and household use, including laundry fabric softeners, laundry fabric brighteners, laundry starch and laundry bluing; cleaning, polishing, scouring and abrasive preparations, soaps and detergents
BLAST PACKS	Canada	1,497,491	9/28/2010	817,226	2/8/2012	3	Laundry detergent
BLAST PACKS	Mexico	1124111	10/4/2010	1205164	3/4/2011	3	Laundry detergent
BLAST PACKS	US	85/010,260	4/9/2010	3,926,979	3/1/2011	3	Laundry detergent
	Canada	0314890	7/24/1968	TMA162976	5/23/1969	3	Detergent
ENZAMIX	US	85/010,221	4/9/2010	3,909,421	1/18/2011	3	Laundry detergent
EXTREME CLEAN	US	76/179,167	12/12/2000	2,638,473	10/22/2002	3	Laundry bleach, laundry soaps and laundry detergents
MAGNUM POWER	US	75/374,769	10/17/1997	2,274,962	8/31/1999	3	All purpose liquid cleaners, namely, glass cleaners, spray pine cleaners and all purpose household cleaners
MAX ENZYMES	Canada	1,497,492	9/28/2010	817,246	2/8/2012	3	Laundry detergent

CR Brands Trademark Inventory-July 5, 2012

Mark	Country	App No	Filing Date	Reg No	Reg Date	Class(es)	Goods/ Services
MAX ENZYMES	Mexico	1124112	10/4/2010	1205164	3/4/2011	3	Laundry detergent
MAX ENZYMES	US	85/010,206	4/9/2010	3,926,978	3/1/2011	3	Laundry detergent
	Canada	0836833	2/17/1997	TMA524383	3/7/2000	N/A	All purpose liquid cleaners, namely, ready-to-use spray cleaners and degreaser, not for use as a solvent for metal parts
MEAN GREEN	US	77/602,187	10/28/2008	3,717,598	12/1/2009	1, 3	Degreasing agents, not for household use in Cl. 1; All-purpose cleaners for household and industrial use; degreasing preparations for household use in Cl. 3
MEAN GREEN	US	75/575,364	10/21/1998	2,346,689	5/2/2000	3	Hand cleaning preparations in Cl. 3
	US	77/602,162	10/28/2008	3,717,597	12/1/2009	1, 3	Degreasing agents, not for household use in Cl. 1; All-purpose cleaners for household and industrial use; degreasing preparations for household use in Cl. 3
	US	73/544,559	6/24/1985	1,408,119	9/9/1986	3	Hand cleaning preparations in Cl. 3
ORANGE FRESH	US	76/387,068	3/25/2002	2,686,104	2/11/2003	3	PURPOSE LIQUID CLEANER, NAMELY HOUSEHOLD AND INDUSTRIAL MULTI-PURPOSE CLEANING SOLUTION
OXYDOL	Argentina	2343373	6/25/2001	1961248	11/26/2003	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices
OXYDOL	Canada	0183032	9/14/1943	UCA18485	9/14/1943	N/A	Soap; soap-like synthetic detergents
OXYDOL	El Salvador	15895/2001	7/9/2001	156 Book 188	2/9/2005	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery essential oils, cosmetics, hair lotions; dentifrices
OXYDOL	Mexico	172468		506519	7/8/1993	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, degreasing and abrasive preparations; soaps; detergents, perfumery, essential oils, cosmetics, hair lotions, dentifrices
OXYDOL	Puerto Rico			25,740	7/12/1984	3	Synthetic detergent
OXYDOL	Tanzania (Zanzibar)			233/71	2/6/1985	3	Common soap, detergents, cleaning and cleansing preparation, bleaching preparations, star blue and other preparations for laundry purposes

CR Brands Trademark Inventory-July 5, 2012

Mark	Country	App No	Filing Date	Reg No	Reg Date	Class(es)	Goods/ Services
OXYDOL	UK	1177012	6/18/1982	1177012	6/18/1982	3	Preparations and substances, all for laundry use; cleaning, polishing and scouring preparations; soaps
OXYDOL	US	76/168,450	11/20/2000	2,527,208	1/8/2002	3	Bleach, laundry soaps, laundry detergents, and all-purpose cleaners
OXYDOL	Zambia			686	7/21/1939	47	Common soap, perfumed toilet soap and shaving soap
	Canada	1093531	2/21/2001	TMA591574	10/6/2003	N/A	Cleansing products, namely soaps for laundry use, detergents and household cleaners
OXYDOL & Packaging 68	Bermuda			1175	5/27/1944	47 (Local class)	Common soap, common detergents, and other preparations for laundry purposes
OXYDOL & Packaging 68 in Newfoundland	Canada			2895	4/10/1947		Soaps
	France	N/A	5/7/1924	1,489,717	5/7/1924	3	Detergents, soap products, soap powder and soaps, toilet soaps
	US	71/607,681	12/14/1950	565552	10/21/1952	3	SUDSING CLEANER, CLEANSER AND DETERGENT
	Canada	1093532	2/21/2001	TMA589714	9/12/2003	N/A	Cleansing products, namely soaps for laundry use, detergents and household cleaners
	Mexico	478532	3/29/2001	766124	10/31/2002	3	Cleansing products, including soaps, detergents and household cleaners
PINE POWER	US	72/378,131	12/7/1970	962363	7/3/1973	5	HOUSEHOLD DISINFECTANT HAVING CLEANING, DEODORIZING, AND GERMICIDAL PROPERTIES
PINE POWER	US	73/433,461	7/6/1983	1,287,574	7/31/1984	3	Disinfectant cleaner
TAKE CLEAN TO THE EXTREME	US	76/330,766	10/29/2001	2,744,131	7/29/2003	3	Cleansing products, namely, laundry soaps, laundry detergents and all purpose household cleaners

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