

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
Focus Products Group, LLC		07/20/2012	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	FPG, LLC
Street Address:	300 Knightsbridge Parkway
Internal Address:	Suite 500
City:	Lincolnshire
State/Country:	ILLINOIS
Postal Code:	60069
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1866139	BASIC INGREDIENTS
Registration Number:	1422895	HOUSEWORKS
Registration Number:	1899459	PROFESSIONAL PERFORMANCE
Registration Number:	2745904	
Registration Number:	2334481	

CORRESPONDENCE DATA

Fax Number: 3146673633
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (314) 552-6299
 Email: ipdocket@thompsoncoburn.com
 Correspondent Name: Matthew J. Himich
 Address Line 1: One US Bank Plaza
 Address Line 2: Thompson Coburn LLP

CH \$140.00 1866139

Address Line 4: Saint Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 53008-107948 & OTHERS

NAME OF SUBMITTER: Matthew J. Himich

Signature: /MJH/

Date: 10/24/2012

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of July 20, 2012 (this "Assignment"), by Focus Products Group, LLC, an Illinois limited liability company (the "Assignor"), and FPG, LLC, an Illinois limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined herein are intended to have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignor is the owner, subject to any right, title and interest of the Agent (as defined below) in the Assigned Marks (as defined below) for the ratable benefit of the Secured Lender Parties (as defined below), of all right, title and interest in and to the trademarks and trademark registrations and applications identified on the attached Schedule A (collectively, the "Assigned Marks"), and all of the assets and goodwill of the Business to which the Assigned Marks pertain.

WHEREAS, in connection with that certain Second Amended and Restated Credit Agreement, dated as of October 16, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Bank of America, N.A., as administrative agent and collateral agent (the "Agent") for the lender parties (collectively, the "Secured Lender Parties"), the Assignor and the other Secured Lender Parties, the Agent, the Assignor and certain of the Company Parties entered into that certain Trademark Security Agreement, dated as of October 16, 2009 (the "Security Agreement"), pursuant to which the Agent, for its benefit and the ratable benefit of each Secured Lender Party, was granted a continuing security interest in all of the Company Parties' right, title and interest throughout the world, whether now or hereafter existing or acquired, in and to the trademarks and trademark registrations and applications of the Company Parties (the "Company Marks");

WHEREAS, the Assignor understands that pursuant to the terms of that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of July 20, 2012, the Agent sold, assigned, transferred, conveyed and delivered to the Assignee pursuant to a private sale in accordance with Article 9 of the Uniform Commercial Code, as adopted in the State of Illinois, all of the Company Parties' right, title, and interest in and to the Acquired Assets, including the Assigned Marks, wherever located, whether tangible or intangible, as the same shall exist on the Closing.

WHEREAS, the Assignor understands that pursuant to the terms of that certain Release of Trademark Security Agreement dated as of July 20, 2012 and entered into in connection with the Asset Purchase Agreement, the Agent released all of its security interest under the Security Agreement in and to the Company Marks and dissolved any and all of its liens and encumbrances respecting the Company Marks.

WHEREAS, in accordance with the terms of that certain Side Agreement, dated as of July 20, 2012, by and between the Company Parties and the Assignee, the Assignor desires to execute and deliver this Assignment in order to effectuate the sale, assignment, transfer, conveyance and delivery to the Assignee of all worldwide rights, title and interest in and to the Assigned Marks and all of the assets and goodwill of the Business to which the Assigned Marks pertain.

NOW, THEREFORE, FOR VALUE RECEIVED, the Assignor does hereby assign, sell and transfer to the Assignee, subject to any right, title and interest of the Agent in the Assigned Marks for the ratable benefit of the Secured Lender Parties, all of its right, title and interest in and to the Assigned Marks and all of the assets and goodwill of the Business to which the Assigned Marks pertain, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by the Assignee for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith, free and clear of all liens and encumbrances. The Assignor hereby acknowledges that this Assignment, being of its entire right, title and interest in and to the Assigned Marks, carries with it the right in the Assignee to apply for and obtain from competent authorities in all countries of the world any and all Assigned Marks by attorneys and agents of the Assignee's selection and the right to procure the grant of all Assigned Marks to the Assignee in its own name as assignee of the Assignor's entire right, title and interest therein;

AND, the Assignor hereby further agrees for itself and its executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Assigned Marks to the Assignee, its successors, assigns, and legal representatives, but at its or their expense and charges;

AND, the Assignor hereby further agrees, at the Assignee's expense and charges, to provide statements or testimony in any proceeding in which the Assigned Marks may be involved;

AND, the Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue any U.S. registrations which arise from any of the Assigned Marks to the Assignee, its successors, assigns, or legal representatives.

The Assignor agrees to execute, and to cause any of the other Company Parties to execute, such additional documents as the Assignee deems reasonably necessary to enable the Assignee to record this Assignment in the Assignee's name in any country throughout the world.

This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Assignment by signing any such counterpart.

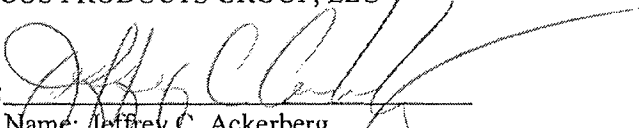
The undertakings, covenants and agreements set forth herein shall be binding upon and inure to the benefit of the Assignee and the Assignor and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment is executed and delivered as of the date first above written.

ASSIGNOR:

FOCUS PRODUCTS GROUP, LLC

By: 
Name: Jeffrey C. Ackerberg
Title: Chief Executive Officer

ASSIGNEE:

FPG, LLC

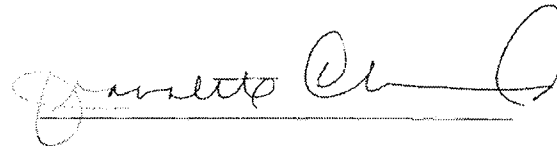
By: _____
Name: Mayank Singh
Title: Vice President

State of Illinois)
) ss
County of Lake)

The undersigned, who is an official notary public for the County and State aforesaid, does hereby certify that Jeffrey C. Ackerberg personally known to me to be an officer of Focus Products Group, LLC (the "Company"), appeared before me this day in person and acknowledged that in his capacity as an officer and authorized representative of the Company, he did execute and issue the foregoing Trademark Assignment, as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and seal,
this July 16 2012

Commission expires: _____





Signature Page to Trademark Assignment

IN WITNESS WHEREOF, this Assignment is executed and delivered as of the date first above written.

ASSIGNOR:

FOCUS PRODUCTS GROUP, LLC

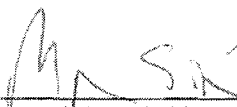
By: _____

Name: Jeffrey C. Ackerberg

Title: Chief Executive Officer

ASSIGNEE:

FPG, LLC

By:  _____

Name: Mayank Singh

Title: Vice President

State of Illinois)

) ss

County of Lake)

The undersigned, who is an official notary public for the County and State aforesaid, does hereby certify that Jeffrey C. Ackerberg personally known to me to be an officer of Focus Products Group, LLC (the "Company"), appeared before me this day in person and acknowledged that in his capacity as an officer and authorized representative of the Company, he did execute and issue the foregoing Trademark Assignment, as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and seal,
this July __, 2012

Commission expires: _____

Signature Page to Trademark Assignment

TRADEMARK
REEL: 004887 FRAME: 0101

SCHEDULE A**ASSIGNED MARKS**

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
ADVANCED PERFORMANCE	US	Registered	78/186401	11/19/2002	2953147	5/17/2005
BASIC INGREDIENTS	US	Registered	74/381764	4/21/1993	1866139	12/6/1994
HOUSEWORKS	China	Registered	6584314	3/7/2008	6584314	3/28/2010
HOUSEWORKS	US	Registered	73/590896	3/31/1986	1422895	12/30/1986
HOUSEWORKS	US	Registered	76/361726	1/23/2002	2807174	1/20/2004
HOUSEWORKS	US	Registered	78/319689	10/28/2003	2953674	5/17/2005
OJEX	US	Registered	75/769891	8/6/1999	2448401	5/1/2001
ORANGEX	US	Registered	75/360962	9/22/1997	2465948	7/3/2001
PROFESSIONAL PERFORMANCE	US	Registered	74/382728	4/21/1993	1899459	6/13/1995
RUB-A-WAY	US	Registered	78/474781	8/27/2004	3011216	11/1/2005
WHEAT PATTERN (COLANDER)	US	Registered	76/230249	3/26/2001	2745904	8/5/2003
WHEAT PATTERN (UTENSIL)	US	Registered	75/490921	5/26/1998	2334481	3/28/2000
THE ARC	Australia	Registered	1072596	5/2/2005	855633	5/2/2005
THE ARC	China	Registered	855633	5/2/2005	855633	5/2/2005
THE ARC	European Community	Registered	855633	5/2/2005	855633	5/2/2005
THE ARC	IR	Registered	855633	5/2/2005	855633	5/2/2005
THE ARC	US	Registered	78/586902	3/14/2005	3342333	11/20/2007
THE ARC and Design	Australia	Registered	1061093	5/5/2005	850148	5/5/2005
THE ARC and Design	Canada	Registered	1253798	4/12/2005	TMA699873	10/31/2007
THE ARC and Design	China	Registered	850148	5/5/2005	850148	5/5/2005
THE ARC and Design	European Community	Registered	850148	5/5/2005	850148	5/5/2005
THE ARC and Design	IR	Registered	850148	5/5/2005	850148	5/5/2005
THE ARC and Design	US	Registered	78/587278	3/15/2005	3223914	4/3/2007
BACK TO BASICS	Australia	Registered	1014411	8/5/2004	1014411	11/30/2005
BACK TO BASICS	Brazil	Allowed	829574697	2/1/2008		
BACK TO BASICS	Brazil	Allowed	829574700	2/1/2008		
BACK TO BASICS	Brazil	Allowed	829574719	2/1/2008		
BACK TO BASICS	Canada	Registered	1225873	8/4/2004	648482	9/20/2005
BACK TO BASICS	China	Registered	3960435	4/21/2006	3960435	4/21/2006
BACK TO BASICS	China	Registered	5881512	2/1/2007	5881512	11/7/2009
BACK TO BASICS	China	Registered	5881511	2/1/2007	5881511	11/14/2009
BACK TO BASICS	China	Registered	5881510	2/1/2007	5881510	11/28/2009

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
BACK TO BASICS	Mexico	Registered	670404	8/5/2004	885988	6/16/2005
BACK TO BASICS	Mexico	Registered	720021	5/27/2005	936790	5/30/2006
BACK TO BASICS	Mexico	Registered	720022	5/27/2005	930520	4/25/2006
BACK TO BASICS	Mexico	Registered	720025	5/27/2005	898397	8/31/2005
BACK TO BASICS	New Zealand	Registered	716523	8/9/2004	716523	1/12/2006
BACK TO BASICS	Switzerland	Registered	55262/2004	8/5/2004	528668	12/28/2004
BACK TO BASICS	US	Registered	78/362630	2/4/2004	3112667	7/4/2006
BACK TO BASICS & DESIGN	US	Registered	76/444054	8/27/2002	3184176	12/12/2006
CHEFSCAPE	US	Registered	77/047862	11/20/2006	3419183	4/29/2008
CHEFSCAPE	US	Registered	77/047863	11/20/2006	3423587	5/6/2008
COCOA-LATTE	China	Registered	5881515	2/1/2007	5881515	11/14/2009
COCOA-LATTE	US	Registered	78/294018	8/29/2003	2973685	7/19/2005
COFFEE SOLUTION	US	Registered	78/702717	8/29/2005	3202937	1/23/2007
EGG & MUFFIN TOASTER	US	Registered	78/606396	4/11/2005	3214230	2/27/2007
LICKETY SIP	US	Registered	78/362659	2/4/2004	2965088	7/5/2005
PEEL-AWAY	US	Registered	76/357639	1/11/2002	2656368	12/3/2002
SMOOTHIE ELITE	US	Registered	78/024754	9/7/2000	2972567	7/19/2005
SMOOTHIE FREEZE	US	Registered	78/606391	4/11/2005	3226085	4/3/2007
SMOOTHIE SIGNATURE	US	Registered	78/606388	4/11/2005	3209680	2/13/2007
SOHO	Canada	Registered	1314568	8/28/2006	706250	2/1/2008
SOHO	US	Registered	78/720519	9/26/2005	3218943	3/13/2007
SOHO	US	Registered	78/720528	9/26/2005	3216549	3/6/2007
SOHO	US	Registered	78/866703	4/21/2006	3396294	3/11/2008
THE MIX	US	Registered	78/866701	4/21/2006	3287122	8/28/2007
THE BAKEWARE EXPERTS	US	Registered	78/382513	3/11/2004	3016291	11/15/2005
FOCUS	China	Pending	6584318	3/7/2008		
FOCUS	China	Registered	6584317	3/7/2008	6584317	3/28/2010
SENSIBLE STORAGE	China	Registered	6584320	3/7/2008	6584320	3/28/2010
WIRETECH	US	Registered	77/772113	7/1/2009	3820568	7/20/2010
CRESCENT	China	Registered	6584321	3/7/2008	6584321	3/28/2010
THE CRESCENT ROD	Canada	Registered	1298284	4/19/2006	698050	10/9/2007
THE CRESCENT ROD	European Community	Registered	004968103	3/10/2006	004968103	3/1/2007
THE CRESCENT ROD	US	Registered	78/654262	6/20/2005	3191529	1/2/2007
SITLAX	US	Registered	75/246802	2/24/1997	2130599	1/20/1998
STEELTEK	US	Registered	76/298333	8/13/2001	2753927	8/19/2003
CAN OPENER DESIGN	US	Registered	78/688926	8/9/2005	3236009	5/1/2007
SWING-A-WAY	China	Registered	6584322	3/7/2008	6584322	4/28/2010
SWING-A-WAY	US	Registered	78/699440	8/24/2005	3126623	8/8/2006

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
POWER TOWER	US	Registered	78/870928	4/27/2006	3386748	2/19/2008
PROFERRED	US	Registered	78/776526	12/19/2005	3357546	12/18/2007
QUIKSERVE	Canada	Registered	1305617	6/15/2006	689968	6/15/2007
QUIKSERVE	US	Registered	78/763963	11/30/2005	3314058	10/16/2007
STIR CRAZY	Canada	Registered	420987	2/14/1978	TMA238299	12/14/1979
STIR CRAZY	US	Registered	73/139552	8/31/1977	1090800	5/9/1978
TRIPLE TIMER	US	Registered	73/341526	12/14/1981	1228820	2/22/1983
WEST BEND	Bermuda	Registered		8/11/1978	8572	2/1/1979
WEST BEND	Bermuda	Registered		8/11/1978	8573	2/12/1979
WEST BEND	Brazil	Registered	818888679	11/1/1995	818888679	7/21/1998
WEST BEND	Brazil	Registered	829574662	2/1/2008	829574662	8/9/2011
WEST BEND	Brazil	Registered	829574670	2/1/2008	829574670	8/9/2011
WEST BEND	Brazil	Registered	829574689	2/1/2008	829574689	10/4/2011
WEST BEND	Canada	Registered	0228948	2/18/1955	101990	11/25/1955
WEST BEND	Chile	Registered	544934	5/13/1981	611251	7/7/1981
WEST BEND	China	Registered	94125568	12/2/1994	882353	10/14/1996
WEST BEND	China	Registered	6133073	6/27/2007	6133073	12/28/2009
WEST BEND	Colombia	Registered	96037904	7/18/1996	195989	4/9/1997
WEST BEND	Costa Rica	Registered		11/15/1994	91034	5/2/1995
WEST BEND	Costa Rica	Registered		11/15/1994	91035	5/2/1995
WEST BEND	Czech Republic	Registered	122848-97	6/4/1997	218232	6/23/1999
WEST BEND	Denmark	Registered	2892/74	7/2/1974	1089/1975	3/7/1975
WEST BEND	Dominican Republic	Registered	34959	9/20/1996	87591	1/15/1997
WEST BEND	Ecuador	Registered		7/19/1978	1749/78	12/11/1978
WEST BEND	El Salvador	Registered	33510-2003	1/29/2003	209/18	8/26/2004
WEST BEND	Germany	Registered	D27034	9/6/1972	910822	10/18/1973
WEST BEND	Greece	Registered	53320	8/21/1974	53320	5/17/1976
WEST BEND	Guatemala	Registered	6674/91	11/29/1991	69028/376/14 9	5/20/1993
WEST BEND	Guatemala	Registered	6675/91	11/29/1991	68565/416/14 8	6/14/1993
WEST BEND	Iceland	Registered	941/1995	7/28/1995	1379/1995	12/27/1995
WEST BEND	India	Registered	678364	8/29/1995	678364	1/10/2005
WEST BEND	Ireland	Registered	572/85	2/22/1985	115306	9/8/1986
WEST BEND	Israel	Registered	96018	12/12/1994	96018	5/5/1996
WEST BEND	Jamaica	Registered	11/313	5/30/1991	26501	8/14/1996
WEST BEND	Mexico	Registered	48868	9/15/1988	357271	12/23/1988
WEST BEND	Norway	Registered	119280	7/2/1974	95829	1/29/1976
WEST BEND	Panama	Registered	60542	3/19/1992	60542	10/22/1996

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
WEST BEND	Paraguay	Registered	12795/95	6/20/1995	298851	8/21/1996
WEST BEND	Paraguay	Registered	12796/95	6/20/1995	298852	8/21/1996
WEST BEND	Peru	Registered	272161	6/23/1995	32311	12/31/1996
WEST BEND	Peru	Registered	272160	6/23/1995	25613	5/6/1996
WEST BEND	Russian Federation	Registered	95709294	8/21/1995	153076	3/28/1997
WEST BEND	Saudi Arabia	Registered	30707	9/5/1995	378/29	6/9/1996
WEST BEND	US	Registered	72/003496	2/27/1956	635121	10/2/1956
WEST BEND	US	Registered	73/538308	5/17/1985	1369952	11/12/1985
WEST BEND	US	Registered	73/617110	8/28/1986	1437098	4/21/1987
WEST BEND	US	Registered	74/434810	9/13/1993	1846660	7/26/1994
WEST BEND	Venezuela	Registered	6357/74	7/9/1974	80907-F	2/9/1976
WEST BEND	Venezuela	Registered	6355/74	7/19/1974	80824-F	2/4/1976
WEST BEND & DESIGN	Guatemala	Registered	54909	11/3/1978	38019/118/91	11/2/1979
WEST BEND & DESIGN	Guatemala	Registered	54908	11/7/1978	39468/76/94	7/22/1980
WEST BEND & IN KATAKANA	Japan	Registered	45-133502	12/19/1967	1057820	3/1/1974
WEST BEND & IN KATAKANA	Japan	Registered	46-000253	1/6/1971	1032534	9/10/1973
WEST BEND (Stylized)	Hong Kong	Registered	2024/78	10/10/1978	1981B562	3/28/1981
WEST BEND ... WHERE CRAFTSMEN STILL CARE & DESIGN	US	Registered	72/268265	4/4/1967	862553	12/24/1968
WESTBEND	Hong Kong	Registered	13239/94	11/10/1994	199603837	4/29/1996
WESTBEND (Stylized)	Hong Kong	Registered	3877/86	9/22/1986	1987B1987	8/22/1987
FILL 'N' GRILL	US	Registered	85/291794	4/11/2011	4052872	11/8/2011
MIX 'N STIR	US	Registered	78/824857	2/28/2006	3270285	7/24/2007
PRESS 'N CLOSE	US	Registered	78/757003	11/18/2005	3214288	2/27/2007
SCRUB2	US	Registered	78/824855	2/28/2006	3263182	7/10/2007
SLICE SOLUTIONS	US	Registered	77/352935	12/14/2007	3555041	12/30/2008
TILT 'N SCRUB	US	Registered	78/824851	2/28/2006	3270284	7/24/2007