

## 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                    |
| KRAUS BRANDS LP                                                                                                       |                                              | 11/20/2012     | LIMITED<br>PARTNERSHIP: CANADA |
| RECEIVING PARTY DATA                                                                                                  |                                              |                |                                |
| Name:                                                                                                                 | KRAUS PROPERTIES LP                          |                |                                |
| Street Address:                                                                                                       | 65 NORTHFIELD DRIVE WEST                     |                |                                |
| Internal Address:                                                                                                     | WATERLOO                                     |                |                                |
| City:                                                                                                                 | ONTARIO N2L 0A8                              |                |                                |
| State/Country:                                                                                                        | CANADA                                       |                |                                |
| Entity Type:                                                                                                          | LIMITED PARTNERSHIP: CANADA                  |                |                                |
| PROPERTY NUMBERS Total: 1                                                                                             |                                              |                |                                |
| Property Type                                                                                                         | Number                                       | Word Mark      |                                |
| Registration Number:                                                                                                  | 3482051                                      | SOFTRELLE      |                                |
| CORRESPONDENCE DATA                                                                                                   |                                              |                |                                |
| Fax Number:                                                                                                           | 3129800765                                   |                |                                |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                              |                |                                |
| 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                      |                |                                |
| ATTORNEY DOCKET NUMBER:                                                                                               | 25307                                        |                |                                |
| DOMESTIC REPRESENTATIVE                                                                                               |                                              |                |                                |
| Name:                                                                                                                 |                                              |                |                                |
| Address Line 1:                                                                                                       |                                              |                |                                |

CH \$40.00 3482051

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Lee J. Eulgen

Signature:

/Lee J. Eulgen/

Date:

12/11/2012

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is effective as of the 20<sup>th</sup> day of November, 2012 (the "**Effective Date**"), and is made by and between **KRAUS BRANDS LP**, a limited partnership formed under the laws of the Province of Ontario, with a place of business at 65 Northfield Drive West, Waterloo, Ontario N2L 0A8, by its general partner Kraus Brands Inc., a corporation formed under the laws of the Province of Ontario (the "**Assignor**"), and **KRAUS PROPERTIES LP**, a limited partnership formed under the laws of the Province of Ontario, with a place of business at 65 Northfield Drive West, Waterloo, Ontario N2L 0A8, by its general partner Kraus Properties Inc., a corporation formed under the laws of the Province of Ontario (the "**Assignee**").

### **RECITALS**

**WHEREAS**, Assignor has agreed to assign all of its 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**, on the terms and subject to the conditions of the asset purchase agreement dated as of the 20<sup>th</sup> day of November, 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 in and to the Trademarks 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 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) the portions of the relevant businesses 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, 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.

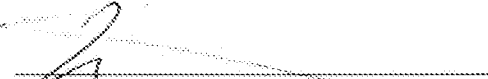
This Trademark Assignment may be executed by the Parties in counterparts and may be executed and delivered by facsimile or other electronic means and all such counterparts and facsimiles (or other electronic deliveries) shall together constitute one and the same agreement.

*[Signature page to follow]*

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


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

Per:

  
Name: Chris Emmott  
Title: Director & Vice President

**KRAUS PROPERTIES LP, by its general partner  
KRAUS PROPERTIES 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  |