

## 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
Willert Home Products, Inc.		04/26/2013	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Iron Out, Inc.		
Street Address:	7201 Engle Road		
City:	Fort Wayne		
State/Country:	INDIANA		
Postal Code:	46802		
Entity Type:	INC. ASSOCIATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4162100	SEPTOBAC	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	witmer@carsonboxberger.com		
Correspondent Name:	Jacque R. Wilson		
Address Line 1:	301 W. Jefferson Blvd. , Suite 200		
Address Line 4:	Fort Wayne, INDIANA 46802		
ATTORNEY DOCKET NUMBER:	23660.0014		
NAME OF SUBMITTER:	Jacque R. Wilson		
Signature:	/Jacque R. Wilson/		
Date:	06/05/2013		

OP \$40.00 4162100

Total Attachments: 5

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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This Assignment of Servicemarks and Trademarks made as of March 29, 2013, by Willert Home Products, Inc., a Missouri corporation ("WHP"), Willert Canada, Inc., an Ontario corporation ("WC") (WHP and WC, collectively, "Assignor"), to Iron Out, Inc., d/b/a Summit Brands, an Indiana ("Assignee")

### RECITALS

A. Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 29, 2013 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Business (as defined in the Agreement, hereinafter the "Business")) including, without limitation, the servicemarks, trademarks and trade names of Assignor related to the Business. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

B. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names related to the Business, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

### ASSIGNMENT

NOW, THEREFORE, effective as of 5:00 p.m. (Fort Wayne, Indiana time) on April 26, 2013, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, WHP has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

Willert Home Products, Inc.,  
A Missouri corporation

*Brian Warner*  
Brian Warner  
Its: *Vice President*

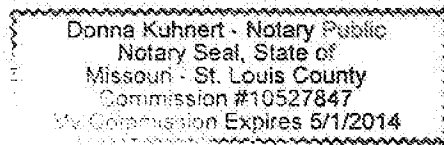
STATE OF MISSOURI     )  
                                  )     SS:  
COUNTY OF             )

On this 25 day of April, 2013, before me, Donna Kuhnert, personally appeared Brian Warner, the Vice President of Willert Home Products, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*Donna Kuhnert*  
\_\_\_\_\_, Notary Public

My Commission Expires: 5/1/2014  
My County of Residence: St. Louis



[Additional signature page follows.]

IN WITNESS WHEREOF, WC has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

Willert Canada, Inc.,  
A Ontario corporation

Brian M. Warner  
Brian Warner  
Its: Vice President

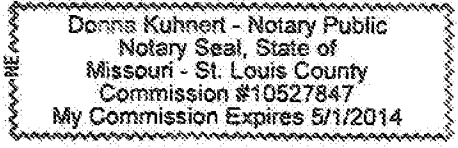
STATE OF MISSOURI     )  
                                  )     SS:  
COUNTY OF             )

On this 25 day of April, 2013, before me, Donna Kuhnert, personally appeared Brian Warner, the Vice President of Willert Canada, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Donna Kuhnert  
\_\_\_\_\_, Notary Public

My Commission Expires: 5/1/2014  
My County of Residence: St. Louis



SCHEDULE A

REGISTERED SERVICEMARKS AND TRADEMARKS

Servicemark or Trademark U.S. or Canadian Registration No. Registration Date

Unregistered Servicemarks and Trademarks

Pending Servicemark or Trademark Applications

Servicemark or Trademark Application Number Application Date

Trade Names

SCHEDULE A

REGISTERED SERVICEMARKS AND TRADEMARKS

Mark	Country	Registration No.	Reg. Date	Registered Owner
SEPTOBAC	U.S.	4,162,100	19-Jun-12	Willert Home Products, Inc.
SEPTO-BAC	Canada	TMA 116 590	15-Jan-60	Willert Home Products, Inc.
SEPTO BAC LIQUID PLUS	Canada	TMA 476 605 (Abandoned)	22-May-97	Willert Home Products, Inc.

Unregistered Servicemarks and Trademarks: None

Pending Servicemark or Trademark Applications: None

Trade Names: SeptoBac