

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q.E.P. Co., Inc.		06/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Chervon (HK) Limited		
Street Address:	138 Gloucester Road		
Internal Address:	Room 803B 8/F, Allied Kajima Building		
City:	Wanchai		
State/Country:	HONG KONG		
Entity Type:	CORPORATION: HONG KONG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3018851	HAMMERHEAD	
Registration Number:	3631155	HAMMERHEAD	
CORRESPONDENCE DATA			
Fax Number:	3124568435		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3124568400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Jeffrey G. Mote		
Address Line 1:	77 W. WACKER DRIVE		
Address Line 2:	GREENBERG TRAUIG, LLP - SUITE 3100		
Address Line 4:	CHICAGO, ILLINOIS 60601-1732		
ATTORNEY DOCKET NUMBER:	078873.010200		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 3018851

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jeffrey G. Mote
Signature:	/Jeffrey G. Mote/
Date:	07/10/2013
Total Attachments: 5 source=Chervon TM Assignment Agreement#page1.tif source=Chervon TM Assignment Agreement#page2.tif source=Chervon TM Assignment Agreement#page3.tif source=Chervon TM Assignment Agreement#page4.tif source=Chervon TM Assignment Agreement#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of June 27, 2013 (the "**Effective Date**") is entered into by Q.E.P. Co., Inc. ("**Assignor**"), a Delaware corporation located at 1001 Broken Sound Parkway NW, Boca Raton, FL 33487, and Chervon (HK) Limited ("**Assignee**"), a Hong Kong corporation located at Room 803B, 8/F, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong.

Whereas, Assignor is conveying, transferring and assigning to Assignee a certain trademark of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the U.S. Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000.00) payable by Assignee to Assignor within three (3) business days of the date this Trademark Assignment has been executed by both Assignor and Assignee, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the trademark identified on Schedule I hereto (the "**Assigned Trademark**"), together with the goodwill symbolized by the Assigned Trademark:

a) whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademark and all extensions and renewals of such registration; and

b) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registration listed on Schedule I hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and the trademark registration is otherwise in good standing. Assignor has provided Assignee with true and complete copies of the file history related to trademark registration.

(b) Assignor owns all right, title and interest in and to the Assigned Trademark, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademark and Assignor's ownership and use thereof.

(c) Assignor has not licensed the Assigned Trademark to any party other than Assignee and such license to Assignee has been in good standing since its June 16, 2008 inception date.

(d) To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, the Assigned Trademark.

4. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations pursuant to this Agreement, up to the limit of the \$120,000.

5. Disclaimers. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademark.

6. Assignee License To Assignor. Assignee agrees to grant Assignor a royalty-free, license under the **Assigned Trademark** pursuant to the terms set forth in Exhibit 1.

7. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

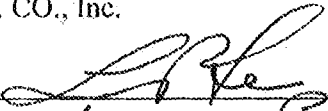
(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment to be effective as of the Effective Date.

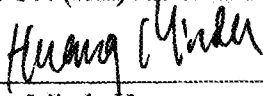
(ASSIGNOR)

Q.E.P. CO., Inc.

By: 
Name: Lawrence G. Lennie
Title: SVP + General Counsel

(ASSIGNEE)

CHERVON (HK) LIMITED

By: 
Name: Minda Huang
Title: General Counsel

SCHEDULE 1

ASSIGNED TRADEMARK

"HAMMERHEAD" mark (including the U.S. Trademark Registration set forth in the table below)

MARK	REGISTRATION NO.	CLASS	GOODS & SERVICES	COUNTRY
HAMMERHEAD	3,018,851	INTL. CL 8	HAND-OPERATED NAILERS FOR THE WOOD FLOORING AND CONSTRUCTION INDUSTRY	U.S.A.
HAMMERHEAD	3,631,155	INTL. CL 7	ELECTRIC MOTOR DRIVEN NAILING DEVICES; BATTERY DRIVEN NAILING DEVICES; HAND-HELD ELECTRIC AND BATTERY DRIVEN NAILING DEVICES	U.S.A.