

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
Home Care Industries, Inc.		04/24/2013	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	MHLL Enterprises, LLC
Street Address:	2440 Highpoint Road
Internal Address:	Suite 5
City:	Beachwood
State/Country:	OHIO
Postal Code:	44122
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	0735833	HOME CARE
Registration Number:	0779863	ALFCO
Registration Number:	0793138	HC
Registration Number:	1109247	MULTI-FILTER
Registration Number:	1235647	
Registration Number:	1364353	FINAL-AIR
Registration Number:	1661692	
Registration Number:	1685783	MICRO-LINER
Registration Number:	1712680	MICRO-LINED
Registration Number:	1714667	MICRO-CLEAN
Registration Number:	1767502	QUINTEX
Registration Number:	1784089	HC
Registration Number:	1858162	BACTRASTAT

OP \$465.00 0735833

Registration Number:	2351407	CLEAN-SEAL
Registration Number:	3016234	FILTER POWER
Registration Number:	2930891	DVC
Registration Number:	3042712	DVC ALLERGEN PERFORMANCE
Registration Number:	4147678	TOUGHSPOT

CORRESPONDENCE DATA

Fax Number: 5136985079

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

Phone: 5136985078

Email: mburchfield@ulmer.com

Correspondent Name: Michael A. Marrero

Address Line 1: 600 Vine Street

Address Line 2: Suite 2800

Address Line 4: Cincinnati, OHIO 45202-2409

ATTORNEY DOCKET NUMBER: 39148-00 - MHLL ENT.

NAME OF SUBMITTER: Michael A. Marrero

Signature: /Michael A. Marrero/

Date: 07/23/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is entered into as of April 24, 2013, by and between HOME CARE INDUSTRIES, INC., a North Carolina corporation ("Assignor"), and MILL ENTERPRISES, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver the assets described herein to Assignee, and Assignee has agreed to accept such assets.

Now, therefore, in consideration of the premises and the mutual promises hereinafter recited, and for other valuable consideration, the receipt, adequacy and legal sufficiency of which Assignor hereby acknowledges, Assignor and Assignee hereto agree as follows:

1. Assignment. Assignor hereby conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts the conveyance, transfer, assignment and delivery of, all worldwide right, title and interest in, to and under the intellectual property set forth on Exhibit A, together with the goodwill of the business relating to the goods and services associated with the Assigned Trademarks as defined on Exhibit A to this Assignment, and all rights to sue for and recover and retain legal relief, including damages, costs, expenses and attorney fees for present, past or future infringement, the same to be held and enjoyed by 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 Assignor had this Assignment not been made.

2. Assistance. Assignor agrees that Assignor will, at the Assignee's reasonable request and at the sole expense of Assignee: (i) use commercially reasonable efforts to assist Assignee in preparing and prosecuting any patent, copyright, and/or trademark applications directed to any of the inventions, works of authorship, trademarks, service marks, trade names, logos and/or designs herein conveyed; (ii) use commercially reasonable efforts to assist the Assignee in preparing all rightful declarations, documents, instruments, assignments, powers of attorney and other papers related to transfer, registration, recordation, securement and enforcement of any of the intellectual property assigned herein; (iii) use commercially reasonable efforts to communicate to Assignee all material facts known to Assignor relating to any of the intellectual property assigned herein and the history thereof; (iv) use commercially reasonable efforts (excluding the initiation or maintenance of litigation) to assist Assignee in its efforts to enforce any of the intellectual property assigned herein against any person or entity infringing such; and (v) take such actions reasonably considered necessary by Assignee for securing, maintaining and enforcing protection for such intellectual property assigned herein. Assignor shall neither contest nor impair, nor assist any third party to contest or impair, (a) the rights of Assignee in the intellectual property assigned herein, (b) the enforceability and/or validity of any of the intellectual property assigned herein, or (c) any cause of action that Assignee may have concerning infringement or misappropriation of such intellectual property assigned herein.

3. Representations and Warranties. Assignor represents and warrants to Assignee that all patents and trademarks owned by Assignor and registered in the U.S. are listed on Schedule 1 to Exhibit A attached hereto.

4. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be construed, governed and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.

5. Further Assurances. At Assignee's expense, Assignor shall execute such documents and take such other action as Assignee may reasonably request to evidence and perfect the rights of Assignee in the assets conveyed to it pursuant to this Assignment.

6. Severability. In the event that any provision of this Assignment is declared void or unenforceable or becomes unlawful in its operation, such provision shall not affect the rights and obligations of Assignor and Assignee with regard to the remaining provisions of this Assignment, which shall continue as binding.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

HOMECARE INDUSTRIES, INC.


By: _____
Name: Peter Sullivan
Title: Chief Restructuring Officer

MILL ENTERPRISES, LLC

By: *Larry L. [Signature]*
Name: Larry L. [Signature]
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

HOME CARE INDUSTRIES, INC.

By: 
Name: Peter Sullivan
Title: Chief Restructuring Officer

MHLL ENTERPRISES, LLC

By:
Name:
Title:

Exhibit A to Intellectual Property Assignment

All intellectual property owned or used by Assignor in the operation or conduct of the manufacture and sale of bags, belts and filter products, including, without limitation: (a) patents, patent applications and inventions and discoveries that may be patentable ("Assigned Patents"), (b) business names, brand names, trade names, registered and unregistered trademarks and service marks, logos, designs, registrations and applications ("Assigned Trademarks"), (c) registered and unregistered copyrights in both published and unpublished works ("Assigned Copyrights"), (d) rights in internet domain names and internet websites, (e) other intellectual property (including but not limited to customer lists, sales information, warranty and shipping records, supplier lists, operating and production records, advertising and promotional materials, credit records of customers, books, records, documents and files used in or otherwise related to the operation or conduct of the Business, methods, processes, technology, ideas, trade secrets, know-how and other proprietary information, and (f) the intellectual property identified on Schedule 1 attached hereto (collectively, the "Assigned Intellectual Property"). Notwithstanding the foregoing, the intellectual property associated with the "Febreze solutions" and "Poly Care" business is excluded from the definition of Assigned Intellectual Property, and the intellectual property listed on Schedule 2 to this Exhibit A is excluded from the definition of Assigned Intellectual Property.

Schedule I to Exhibit A of Intellectual Property Assignment

U.S. Patents

Patent Number	Issue Date
1. 5464466	November 7, 1995
2. 5613989	March 25, 1997
3. 5633298	November 18, 1997
4. 5690711	November 25, 1997
5. 5725620	March 10, 1998
6. 5772712	June 30, 1998

U.S. Registered Trademarks

Mark	Registration Number
1. TOUGHSPOT	4,147,678
2. DVC ALL-ROUNDER PERFORMANCE	3,092,712
3. FEATHER POWER	3,016,234
4. DVC	2,930,891
5. MICRO CUTAN	1,714,667
6. MICRO FINED	1,712,689
7. MICRO LINER	1,685,783
8. Double Arrow Design, with two lines between the arrows	1,661,692
9. BAC TRASTAT	1,858,162
10. HC	1,734,089
11. QUINLEX	1,767,502
12. UNAL-AIR	1,364,353
13. Vacuum-cleaver bag trade dress	1,233,647
14. MULTIFLITER	1,109,247
15. HOME CARE (stylized script lettering)	735,833
16. HC three-dimensional house design logo	793,138
17. ALFVO	779,863

Canadian Trademark Application or Registration Numbers

1. DVC TMA676966
2. DVC ALL-ROUNDER PERFORMANCE, TMA679779