

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
FKA DISTRIBUTING CO., LLC D/B/A HOMEDICS		08/01/2013	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	RFA ACQUISITION CO., LLC		
Street Address:	123 West Brown Street		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85738061	POWERCENTER	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(248) 358-4400		
Email:	trademarks@brookskushman.com		
Correspondent Name:	Matthew R. Mowers		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	RFAB 0148 A		
NAME OF SUBMITTER:	Matthew R. Mowers		
Signature:	/matthew r mowers/		

Date:

08/28/2013

Total Attachments: 5

source=2. Trademark Assignment#page1.tif

source=2. Trademark Assignment#page2.tif

source=2. Trademark Assignment#page3.tif

source=2. Trademark Assignment#page4.tif

source=2. Trademark Assignment#page5.tif

Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into this 1st day of August, 2013, by and between FKA Distributing Co., LLC, d/b/a HoMedics, a Michigan limited liability company ("**Assignor**"), and RFA Acquisition Co., LLC, a Delaware limited liability company ("**Assignee**"), pursuant to and subject to the terms of that certain Asset Purchase Agreement dated August 1, 2013 (the "**Purchase Agreement**"), under which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Acquired Assets (as defined in the Purchase Agreement). Any capitalized term not defined in this Assignment shall have the meaning assigned to such term in the Purchase Agreement.

Pursuant to the Purchase Agreement, Assignor has assigned, conveyed and transferred to Assignee all of its right, title and interest in and to certain IP listed on **Schedule 1** attached hereto (the "**Assigned Trademarks**").

The parties wish to execute this Assignment for purposes of transferring the Assigned Trademarks pursuant to the Purchase Agreement and recording the assignment and transfer of the Assigned Trademarks from Assignor to Assignee with the relevant United States governmental agency, including the United States Patent and Trademark Office, and all applicable foreign intellectual property offices, as may be necessary or desirable to effectuate, record and perfect the assignment and transfer of the Assigned Trademarks from Assignor to Assignee.

In consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to (i) the Assigned Trademarks, and (ii) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage or injury to such Assigned Trademarks.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.

3. As further set forth in the Purchase Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflict of laws provisions.

5. Nothing contained in this Assignment, express or implied, shall be deemed to supersede, enlarge, alter, release, limit or amend the terms and provisions of the Purchase Agreement in any manner whatsoever. In the event of any conflict or inconsistency between the provisions hereof and the Purchase Agreement, the Purchase Agreement shall control.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

"Assignor"

FKA Distributing Co., LLC, d/b/a HoMedics
a Michigan limited liability company

By: _____

Alon D. Kaufman, CEO

"Assignee"

RFA Acquisition Co., LLC
a Delaware limited liability company

By: _____

Roman S. Ferber, Manager

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.


"Assignor"

FKA Distributing Co., LLC, d/b/a HoMedics
a Michigan limited liability company

By: _____
Alon D. Kaufman, CEO

"Assignee"

RFA Acquisition Co., LLC
a Delaware limited liability company

By:  _____
Roman S. Ferber, Manager

SCHEDULE 1**Trademarks****Trademarks****U.S. Trademark Applications and Registrations**

Country	Trademark	Serial/Reg. No. Filing/Reg. Date	Status
U.S.	MYCHARGE	4,020,528; 08-30-2011	Registered
U.S.	MYCHARGE and Design	4,106,714; 02-28-2012	Registered
U.S.	POWERBAG and Design	4,100,109; 02-14-2012	Registered
U.S.	POWERCENTER	85/738,061; 09-25-2012	Pending
U.S.	M and Design	4,279,851; 01-22-2013	Registered

Foreign Trademark Applications and Registrations

Country	Trademark	Serial/Reg. No. Filing/Reg. Date	Status
Australia	MYCHARGE	1477023; 10-02-2012	Registered
Brazil	MYCHARGE	904568768; 03-01-2012	Pending
Canada	MYCHARGE	1562613; 02-03-2012	Pending
China	MYCHARGE	10527093; 02-24-2012	Pending
European Community	MYCHARGE	010619781; 06-15-2012	Registered
India	MYCHARGE	2279018; 02-07-2012	Pending
Japan	MYCHARGE	5510723; 07-27-2012	Registered
Korea	MYCHARGE	40201212799; 02-28-2012	Pending
Australia	MYCHARGE and Design	1477025; 10-02-2012	Registered
China	MYCHARGE and Design	10527092; 02-24-2012	Pending
European Community	MYCHARGE and Design	10619641; 06-15-2012	Registered
Japan	MYCHARGE and Design	5510724; 07-27-2012	Registered
Japan	MYCHARGE in Japanese Characters	5510725; 07-25-2012	Registered

Country	Trademark	Serial/Reg. No. Filing/Reg. Date	Status
Korea	MYCHARGE in Korean Characters	40955161; 02-25-2013	Registered
Japan	MYCHARGE and Design in Japanese Characters	5510726; 07-27-2012	Registered
China	POWERBAG and Design	10527091; 02-24-2012	Pending
European Community	POWERBAG and Design	010619435; 07-04-2012	Registered
India	POWERBAG and Design	2279020; 02-07-2012	Pending