

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
GLM ENTERPRISES, INC.		10/14/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	SMARTER FLUSH MARKETING, LLC		
Street Address:	6841 N. Rochester Road, Suite 300G		
City:	Rochester Hills		
State/Country:	MICHIGAN		
Postal Code:	48306		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1802649	SMART FLUSH	
CORRESPONDENCE DATA			
Fax Number:	8666394889		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	866-618-2517		
Email:	XM@SECUREYOURTRADEMARK.COM		
Correspondent Name:	XAVIER MORALES		
Address Line 1:	PO BOX 690488		
Address Line 4:	SAN ANTONIO, TEXAS 78269		
NAME OF SUBMITTER:	Xavier Morales		
Signature:	/xm/		
Date:	10/18/2013		
Total Attachments: 4 source=executed-assignment#page1.tif source=executed-assignment#page2.tif source=executed-assignment#page3.tif source=executed-assignment#page4.tif			

OP \$40.00 1802649

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is by and between GLM ENTERPRISES, INC., 2201 Perrin Drive, Lawrenceville, Georgia 30043 ("Assignor") and SMARTER FLUSH MARKETING, L.L.C., 6841 N. Rochester Road, Suite 300G, Rochester Hills, Michigan 48306 ("Assignee") and is effective as of October 14th, 2013 (the "Effective Date").

WHEREAS, Assignor is the owner of that certain trademark identified in Exhibit A, attached hereto ("Trademark").

WHEREAS, Assignor is desirous of conveying and Assignee is desirous of acquiring the entire rights, title and interest in the Trademark.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. Assignor irrevocably assigns, grants and transfers to Assignee, all of Assignor's right, title and interest in and to the Trademark, including all common law rights, and any trademark registrations and applications, along with the goodwill of the business symbolized by use of the Trademark, and the right to sue third parties for and recover damages from future infringement of the Trademark, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the "Assignment").

2. Execution and Delivery. Upon Assignee's request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure Assignee the full right, title and interest in and to the Trademark and to protect and enforce the Trademark.

3. Representations and Warranties. Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use any trademark, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights title and interests assigned herein.

4. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt

requested, postage prepaid, to party at the address set forth in the opening paragraph of this Agreement or such other address as a party last provided to the other by written notice.

5. Modification and Waiver. The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

6. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Michigan without regard to the conflicts of laws provisions thereof.

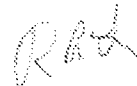
7. Headings. Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify and provisions of this Agreement.

8. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

9. Entire Agreement. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

10. Non-Exclusive Remedies. The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

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Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

GLM ENTERPRISES, INC.

Date: 10/14/13

Signature: Robert Lewis AKA Robert Lewis

Name: ROBERT LEWIS

Title: Vice President

SMARTER FLUSH, L.L.C.

Date: 10/14/13

Signature: [Handwritten Signature]

Name: MELVIN I. KANAR

Title: Managing Member

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EXHIBIT A

Word Mark SMART FLUSH
Goods and Services IC 011, US 013, G & S: plumbing fittings; namely, toilet flush valves. FIRST USE: 1991/1200.
FIRST USE IN COMMERCE: 1991/1200
Mark Drawing Code (1) TYPED DRAWING
Serial Number 74187562
Filing Date July 22, 1991
Current Basis 1A
Original Filing Basis 1B
Published for Opposition September 22, 1992
Registration Number 1602549
Registration Date November 2, 1993
Owner (REGISTRANT) GLM ENTERPRISES, INC. CORPORATION GEORGIA 642 LONGLEAF DR
ATLANTA GEORGIA 30342
Attorney of Record DAN R GRESHAM
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FLUSH" APART FROM THE
MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Abbrev Text SECT 15, SECT 9 (6-YR), SECTION 8(10-YR) 20040112
Renewal 1ST RENEWAL 20040112
Live/Dead indicator LIVE

Ray