

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
The Evercare Company		01/21/2014	COMPANY: CANADA

RECEIVING PARTY DATA

Name:	Bradshaw Evercare Holdings, LLC
Doing Business As:	
Street Address:	9409 Buffalo Avenue
City:	Rancho Cucamonga
State/Country:	CALIFORNIA
Postal Code:	91730
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	3695956	ALL IN ONE
Registration Number:	2225731	BIG DADDY
Registration Number:	3423921	COMFORT CHOICE
Registration Number:	3413691	COMFORT FOAM TECHNOLOGY
Registration Number:	3655563	DESIGNER SERIES
Registration Number:	2398760	EVERCARE
Registration Number:	2345235	EVERCARE
Registration Number:	4132752	FIRM SWEEP
Registration Number:	4310227	FUR ERASE
Registration Number:	4132751	GENTLE SWEEP
Registration Number:	3670569	GROUT DEFENSE
Registration Number:	2225868	HANDY HELPER
Registration Number:	4016682	KITCHEN DÉCOR

OP \$1615.00 3695956

Registration Number:	1401233	LINT LIFTER
Registration Number:	1370191	LINT LIFT-ETTE
Registration Number:	0812516	LINT PIC-UP
Registration Number:	1856783	MAGIK BRUSH
Registration Number:	2378425	PET HAIR PIC-UP
Registration Number:	3427896	PREMIUM CHOICE
Registration Number:	3423928	PREMIUM PROTECTION TECHNOLOGY
Registration Number:	4161879	READYERASE
Registration Number:	3624963	SAFE TRIM SYSTEM
Registration Number:	3423923	SENSITIVE CHOICE
Registration Number:	1855802	STICKY WICKET
Registration Number:	3663252	STS SYSTEM
Registration Number:	1457453	SUPER TAC II
Registration Number:	2174850	SUPER TAC II
Registration Number:	3620895	TIDEE UP
Registration Number:	3588000	TOUGH ON LINT!
Registration Number:	3423922	ULTIMATE CHOICE
Registration Number:	3413692	ULTIMATE GUARD TECHNOLOGY
Registration Number:	3538006	ULTRA STICK TECHNOLOGY
Registration Number:	1138789	ZIP STRIP
Serial Number:	77438468	ALL-IN-ONE ROLLER
Registration Number:	1547439	BUZZ-OFF
Registration Number:	3080704	CLOSETRENDS
Serial Number:	85204247	DRYSTEP
Registration Number:	2970313	DURAFRESH
Registration Number:	2579754	EVERCARE
Registration Number:	2595277	EVERCARE
Registration Number:	0781744	FABRI-COMB
Registration Number:	0700517	HELMAC
Serial Number:	77841911	KITCHEN DÉCOR
Registration Number:	2986342	LINT PIC-UP AND GO!
Registration Number:	3038026	LINT PIC-UP POP-UP AND GO!
Registration Number:	0803865	LINTIE
Serial Number:	77503198	NATURE'S TOOLS
Serial Number:	77130958	ONECARE

	2548826	PET NECESSITIES
Serial Number:	78666137	PLUSH
Serial Number:	78388906	POP-UP LINT PIC-UP
Serial Number:	77218233	SAFE TRIM SYSTEM
Serial Number:	77731579	SEAL & TOSS
Serial Number:	77313467	SMART DESIGN
Serial Number:	77438480	SPEED ROLLER
Serial Number:	77731607	STICK 'N STAY
Serial Number:	77218219	STS SYSTEM
Registration Number:	2855123	SWEEP 'N CLEAN
Registration Number:	3028500	SWEEP 'N STORE
Registration Number:	2247676	TACKYVAC
Registration Number:	3031969	TOILET BRUSH WITH A TWIST
Registration Number:	2985264	ULTRA SCOUR
Serial Number:	77438485	ULTRA2X
Registration Number:	3070165	WOOLITE BAGS WASH WITHOUT SNAGS

CORRESPONDENCE DATA

Fax Number: 4168657380

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

Phone: 4168657534

Email: tfauconnier@torys.com

Correspondent Name: Theresa Fauconnier

Address Line 1: 79 Wellington St. West

Address Line 2: 30th Floor

Address Line 4: Toronto, CANADA M5K 1N2

NAME OF SUBMITTER:	Theresa Fauconnier
Signature:	/tf/
Date:	01/21/2014

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (“**Assignment**”), dated as of January 21, 2014 (“**Effective Date**”), is made by and between The Evercare Company (“**Assignor**”) and Bradshaw Evercare Holdings, LLC (“**Assignee**”). In the event of a conflict between the terms set forth herein and the Purchase Agreement (defined below), the Purchase Agreement shall prevail.

WHEREAS Assignee and Assignor have entered into that certain Purchase and Sale Agreement dated as of December 31, 2013 (“**Purchase Agreement**”), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor certain assets, including certain intellectual property assets;

WHEREAS Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the rights, title, and interest in and to the intellectual property assets, including applications and registrations for patents (the “**Patents**”), trademarks (the “**Trademarks**”), and the Internet domain names (the “**Domain Names**”) listed on the attached Schedule “A” or Schedule “B”;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor and Assignee hereby agree as follows.

1. Assignor hereby sells, assigns and transfers unto the Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Patents and inventions disclosed therein, along with (a) all applications for patents for such inventions or based on the Patents in all countries, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the inventions or upon the Patents, (b) all patents which may issue on the inventions and on any application transferred by this Assignment in all countries, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for the inventions or upon such applications or Patents, for the full term or terms for which the patents may be issued, and (c) every priority right that is or may be predicated upon or arise from the inventions, the Patents and the foregoing applications and patents under any applicable international or bilateral treaty, agreement or convention.
2. Assignor hereby sells, assigns and transfers, and confirms that it has sold, assigned and transferred, to Assignee all of Assignor’s right, title and interest in the Trademarks, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, along with all common law rights therein, together with the goodwill associated with the Trademarks, 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, including the right, throughout the world, to use, register, and sell wares and services thereunder, as

the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and including its entire right, title and interest in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks.

3. Assignor hereby sells, assigns and transfers unto the Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Domain Names.
4. Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, cooperate with and take all reasonably necessary steps to record Assignee as the assignee and owner of the Patents, Trademarks, and the Domain Names, including causing the administrative and technical contact(s) for the Domain Names to take all steps as may be reasonably necessary to effect transfer and recordation of the Domain Names to Assignee.
5. Assignor and Assignee acknowledge and agree that no representations or warranties, expressed or implied, are made herein with respect to the Patents, Trademarks, or the Domain Names, and that nothing contained in this Assignment shall in any way supersede, modify, replace, amend, rescind, waive narrow or broaden any provision set forth in the Purchase Agreement or any of the rights, remedies or obligations arising therefrom.
6. This Assignment is binding upon, and enures to the benefit of, the parties and their respective legal representatives, successors and assigns.
7. The validity, interpretation and effect of this Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts to be carried out wholly within such State.
8. Assignor and Assignee (a) agree that any suit, action or proceeding arising out of or relating to this Assignment shall be brought solely in the United States District Court for the Southern District of New York located in New York, New York, or any state court sitting in New York, New York, (b) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Assignment, (c) waives any objection which it may have to the laying of venue in any such suit, action or proceeding in any such court, and (d) agrees that service of any court paper may be made in such manner as may be provided under applicable law or court rules governing service of process.
9. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or email), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

The Evercare Company

By: 

Name: John H. Mosher

Title: Treasurer

Assignee:

Bradshaw Evercare Holdings, LLC

By: _____

Name: Jerry Vigliotti

Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

Witness:

By: 

Name: Mary R. Ogg

Title: HR Director

Witness:

By: _____

Name:

Title:



[IP Assignment -- US]

TRADEMARK
REEL: 005197 FRAME: 0458

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

The Evercare Company


By: _____

Name:

Title:

Assignee:

Bradshaw Evercare Holdings, LLC

By: 

Name: Jerry Vigliotti

Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

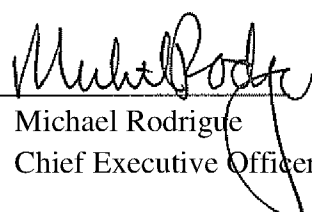
Witness:

By: _____

Name:

Title:

Witness:

By: 

Name: Michael Rodrigue

Title: Chief Executive Officer

SCHEDULE A
INTELLECTUAL PROPERTY RIGHTS

1. Patents:

Patent No.	Jurisdiction	Title	App. No.
6842934	US	Adhesive Roller	10688160
7487566	US	Adhesive Roller	10842871
7673363	US	Adhesive Roller	12106595
7060337	US	Adhesive Roller Assembly	10820174
D483570	US	Adhesive Roller Assembly	29177530
6127014	US	Adhesive Roller Construction	09174214
D527530	US	Brush	29234956
D524549	US	Cleaning Brush	29234989
7055204	US	Cleaning Device	10386266
D490952	US	Cleaning Device	29181847
D546513	US	Cleaning Device	29234969
D537588	US	Cleaning Device	29234984
D524546	US	Cleaning Device	29234990
7669811	US	Display Holder For A Tubular Cylindrical Roll	10985408
D527529	US	Grout Brush	29234986
D547554	US	Handle	29234985
7395620	US	Ironing Board Assembly	11626983
7600286	US	Lint Roller Assembly	11465933
D637403	US	Lint Roller Handle	29358175
7047587	US	Lint Roller Holder Assembly	10800542
7186207	US	Roller Construction For Detritus Removal	10631300
7665175	US	Roller Holder	11377012
	US	Adjustable Reach Mop	61840814
	US	Hi/Lo Volume Spray Adjustment For Mop Handle	13651072
	US	Lint Roller With Secured Agitator Arm	13585629
	US	Spray Pattern Adjustment For Mop	13651075
6427278	US	Lint Roller Assembly	09619792
2480201	Canada	Adhesive Roller	2480201
104885	Canada	Combined Duster and Squeegee (Canadian Industrial Design)	104885

2. Trademarks:

Trademark	Jurisdiction	App. No.	Reg. No.
ALL IN ONE	US	77734145	3695956
BIG DADDY	US	75413849	2225731
COMFORT CHOICE	US	77195918	3423921
COMFORT FOAM TECHNOLOGY	US	77194785	3413691
DESIGNER SERIES	US	77438474	3655563
EVERCARE	US	75979353	2398760
EVERCARE (STYLIZED)	US	75684903	2345235
FIRM SWEEP	US	85203180	4132752
FUR ERASE	US	85508656	4310227
GENTLE SWEEP	US	85203159	4132751
GROUT DEFENSE	US	77494773	3670569
HANDY HELPER	US	75422908	2,225,868
KITCHEN DECOR	US	77982116	4016682
LINT LIFTER	US	73529924	1401233
LINT LIFT-ETTE	US	73529925	1370191
LINT PIC-UP	US	72172741	812516
MAGIK BRUSH	US	74458302	1856783
PET HAIR PIC-UP	US	75422850	2378425
PREMIUM CHOICE	US	77194773	3427896

Trademark	Jurisdiction	App. No.	Reg. No.
PREMIUM PROTECTION TECHNOLOGY	US	77198123	3423928
READYERASE	US	85188718	4161879
SAFE TRIM SYSTEM	US	77646841	3624963
SENSITIVE CHOICE	US	77195978	3423923
STICKY WICKET	US	74461550	1855802
STS SYSTEM	US	77646866	3663252
SUPER TAC II	US	73609897	1457453
SUPER TAC II	US	75301467	2174850
TIDEE UP	US	78576255	3620895
TOUGH ON LINT!	US	77218210	3588000
ULTIMATE CHOICE	US	77195954	3423922
ULTIMATE GUARD TECHNOLOGY	US	77194797	3413692
ULTRA STICK TECHNOLOGY	US	77218251	3538006
ZIP STRIP	US	73186738	1138789

3. Domain Names:

evercare.com
 onecareco.com
 helmac.com
 evercareco.net
 evercareco.com
 theonecarecompany.com
 theonecareco.com

SCHEDULE B

INTELLECTUAL PROPERTY RIGHTS

1. Patents

Patent No.	Jurisdiction	Title	App. No.
254589	Mexico	Lint Roller Holder Assembly	PAa2006010585
4905337	US	Lint Remover	07209359
5027465	US	Lint Remover	07489250
6233854	US	Ironing Board Cover	09325676

2. U.S. and Canadian Trademarks and All Other Trademarks

Trademark	Jurisdiction	App. No.	Reg. No.
TACKYVAC	Australia	773678	773678
EVERCARE	Australia	783929	783929
EVERCARE (STYLIZED)	Australia	809896	809896
HELMAC	Australia	235751	235751
SUPER TAC II	Australia	749583	749583
TACKYVAC	China	98/00111403	1688752
EVERCARE	European Union	105679.5	1056795
TACKYVAC	European Union	945345	945345
EASY PEEL	European Union	869883	869883
EVERCARE (STYLIZED)	European Union	1351741	1351741
ONE CARE	European Union	594876	594876
ONECARE	Guatemala	M-07460-2008	

Trademark	Jurisdiction	App. No.	Reg. No.
EVERCARE (STYLIZED)	Hong Kong	99/14739	B02122AA
EVERCARE	Hong Kong	9900959	B16744
HELMAC (STYLIZED)	Japan	49-079233	1613303
EVERCARE	Japan	11-005756	451123
EVERCARE (STYLIZED)	Japan	11-93756	4542248
MAGIK BRUSH	Japan	S51-079589	2378490
EVERCARE	Republic of Korea	40-1999-0038761	
EVERCARE	Mexico	361909	644136
EVERCARE	Mexico	361910	647454
EVERCARE	Mexico	361911	644137
EVERCARE	Mexico	361912	614121
DURAFRESH	Mexico	676021	870792
EVERCARE	Mexico	361908	654325
EVERCARE (STYLIZED)	Mexico	395387	642564
EVERCARE (STYLIZED)	Mexico	395388	638926
EVERCARE (STYLIZED)	Mexico	395389	639587
EVERCARE (STYLIZED)	Mexico	395390	639566
EVERCARE (STYLIZED)	Mexico	395391	640564
EVERCARE (STYLIZED)	Republic of Korea	40/99/00387 61	485163
ONECARE	Russian Federation	2007735358	

Trademark	Jurisdiction	App. No.	Reg. No.
HELMAC (STYLIZED)	South Africa	72/4793	
EVERCARE	Switzerland	66399	465229
EVERCARE (STYLIZED)	Switzerland	99/09178	470246
HELMAC	Switzerland	99/05400	466615
TACKY VAC	Switzerland	77281998	
ALL-ONE ROLLER	US	77438468	
BUZZ-OFF	US	73759571	1547439
CLOSETRENDS	US	78456624	3080704
DRYSTEP	US	85204247	
DURAFRESH	US	78380021	2970313
EVERCARE	US	75981747	2579754
EVERCARE AND DESIGN	US	75981920	2595277
FABRI-COMB	US	72191574	781744
HELMAC (STYLIZED)	US	72069822	700517
KITCHEN DÉCOR	US	77841911	
LINT PIC-UP AND GO!	US	78322323	2986342
LINT PIC-UP POP-UP AND GO	US	78533842	3038026
LINTIE	US	72222498	803865
NATURE'S TOOLS	US	77503198	
ONECARE	US	77130958	

Trademark	Jurisdiction	App. No.	Reg. No.
PET NECESSITIES	US	75791210	2548826
PLUSH	US	78666137	
POP-UP LINT PIC-UP	US	78388906	
SAFE TRIM SYSTEM	US	77218233	
SEAL & TOSS	US	77731579	
SMART DESIGN	US	77313467	
SPEED ROLLER	US	77438480	
STICK 'N STAY	US	77731607	
STS SYSTEM	US	77218219	
SWEEP 'N CLEAN	US	78172991	2855123
SWEEP 'N STORE	US	78503463	3028500
TACKYVAC	US	75459571	2247676
TOILET BRUSH WITH A TWIST	US	78503479	3031969
ULTRA SCOUR	US	78404682	2985264
ULTRA2X	US	77438485	
WOOLITE BAGS WASH WITHOUT SNAGS	US	78410304	3070165