

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fluid Defense Systems LLC		01/31/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Whitmore Manufacturing Company		
Street Address:	930 Whitmore Drive		
City:	Rockwall		
State/Country:	TEXAS		
Postal Code:	75087		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2556258	OIL SAFE	
Registration Number:	3595459	ENERGY SAFE	
Registration Number:	3595460	LABEL SAFE	
Registration Number:	3592040	LABEL POCKET	
Registration Number:	4346424		
Registration Number:	3680266	RELIABILITYBRANDS	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	AARON PICKELL		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	PATTON BOGGS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	032488.0105		
NAME OF SUBMITTER:	Aaron Pickell		
SIGNATURE:	/Aaron Pickell/		

CH \$165.00 2556258

DATE SIGNED:	03/28/2014
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Total Attachments: 4
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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT ("Agreement") dated as of the 31st day of January, 2014 (the "Effective Date"), is entered into by Fluid Defense Systems LLC, an Illinois limited liability company, formerly known as Reliability Brands LLC, having a business address of 1949 County Line Rd, Aurora, IL 60502 ("Fluid Defense"), and The Whitmore Manufacturing Company, a Delaware corporation having a business address of 930 Whitmore Drive, Rockwall, Texas 75087 ("Assignee").


WHEREAS, Assignee has agreed to accept and assume from Assignor all right, title and interest in and to the Assigned IP (as defined below) and Assignor desires to assign the Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assigned IP. Assignor has developed certain intellectual property assets, including, without limitation, the works identified in Schedule A (collectively, the "Assigned IP"), including all derivative works, continuations, continuations-in-part, divisionals, reexaminations and reissues and foreign counterparts resulting from the Assigned IP.
2. Assignment. Assignor hereby assigns, transfers, sells, and conveys to Assignee, all of Assignor's right, title and interest throughout the world in and to the Assigned IP, including, but not limited to, the following: all patent, copyright, trademarks and service marks (together with all goodwill in the business in which such marks are used), trade secret and other rights and privileges pertaining to the subject matter thereof, including, without limitation, all causes of action, claims, demands presently or hereafter accruing with respect to the same, including the right to sue or bring other actions for past, present and future infringement thereof anywhere in the world, whether or not such rights are registered or perfected (collectively, the "Intangible Rights").
3. Further Assurances. Assignor further agrees that Assignor will, at Assignee's expense: (i) cooperate with Assignee in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registrations or applications related to the Intangible Rights; (ii) execute, verify, acknowledge and deliver all papers related thereto, including applications and instruments of transfer; (iii) perform such other acts as Assignee lawfully may request, to assist Assignee to obtain, protect, maintain, defend or enforce any of the Intangible Rights granted hereunder; and (iv) provide Assignee with a full description of all of such Intangible Rights and embodiments thereof sufficient to allow Assignee to register, prosecute, perfect, secure, maintain, enforce, exploit, and commercialize such Intangible Rights. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this Agreement, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor.

IN WITNESS, WHEREOF, the undersigned has caused this Agreement to be executed by its signature or the signature of its duly authorized officer as of the date above first written.

FLUID DEFENSE SYSTEMS, LLC
("Assignor")

By: 
Name: John C. Gilliam
Title: CEO

THE WHITMORE MANUFACTURING COMPANY

Jeff Kilpatrick, President
and Chief Executive Officer

IN WITNESS, WHEREOF, the undersigned has caused this Agreement to be executed by its signature or the signature of its duly authorized officer as of the date above first written.

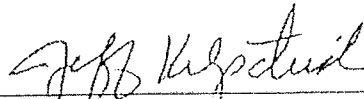
FLUID DEFENSE SYSTEMS, LLC
("Assignor")

By: _____

Name: _____

Title: _____

THE WHITMORE MANUFACTURING COMPANY



Jeff Kilpatrick, President
and Chief Executive Officer

Schedule A: Assigned IP

Patents and Patent Applications

U.S. Patent / Publication No.	U.S. Application No.	Filing Date	Issue Date	Title
6,364,176	09/398,247	09/17/1999	04/02/2002	DISPENSING LID
7,975,415	11/801,821	05/12/2007	07/12/2011	SUPPLY CHAIN LABEL SYSTEM
8,434,597	12/332,342	12/11/2008	05/07/2013	FITTING COVER
D421,571	29/077,483	10/02/1997	03/14/2000	LID FOR A CONTAINER
D427,911	29/077,494	10/02/1997	07/11/2000	CONTAINER
N/A	13/107,705	05/13/2011	N/A	LUBRICATION WORK CENTER

Trademarks

Serial No.	Registration No.	Filing Date	Registration Date	Mark
75/289,467	2556258	05/09/1997	04/02/2002	OIL SAFE
77/159,789	3595459	04/18/2007	03/24/2009	ENERGY SAFE
77/159,873	3595460	04/18/2007	03/24/2009	LABEL SAFE
77/186,750	3592040	05/22/2007	03/17/2009	LABEL POCKET
85/745,761	4346424	10/04/2012	06/04/2013	Window/Raindrop Logo
77/163,479	3680266	04/23/2007	09/08/2009	RELIABILITYBRANDS Logo

Copyrights

Title of Work	Registration No.	Registration Date
Professional lubrication system of interchangeable lids, drums and accessories	VA0001391566	12/18/2006