

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301828

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Idea Factory, Inc.		04/04/2014	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ginsey Industries, Inc.		
<b>Street Address:</b>	2078 Center Square Road		
<b>City:</b>	Swedesboro		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08085		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4195241	FRESH PALS	
<b>Registration Number:</b>	1977384	RINSE ACE	
<b>Registration Number:</b>	1995516	RINSE ACE	
<b>Registration Number:</b>	2797631	2-IN-1 SHOWERHEAD	
<b>Registration Number:</b>	3309005	SCRUB AND RINSE WAND	
<b>Registration Number:</b>	3461333	MY OWN SHOWER	
<b>Registration Number:</b>	3584388	PROFLOSS	
<b>Registration Number:</b>	3935847	PET BATHING MADE EASY	
<b>Registration Number:</b>	3935923	A BETTER SHOWER IN A SNAP	
<b>Registration Number:</b>	3935924	SNAP N SPRAY	
<b>Registration Number:</b>	4383305	LUV MY BABY	
<b>Registration Number:</b>	2260007	MY OWN SHOWER	
<b>Registration Number:</b>	2907207	PLUG N SPRAY	
<b>Serial Number:</b>	85526977	FRESH PALS	
<b>Serial Number:</b>	85526981	FRESH PALS	
<b>Serial Number:</b>	78181986	PALM SHOWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024202201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via</i>			
<b>TRADEMARK</b>			

OP \$415.00 4195241

**US Mail.**

**Phone:** 202-420-2200  
**Email:** gregoryd@dicksteinshapiro.com  
**Correspondent Name:** Dickstein Shapiro LLP  
**Address Line 1:** 1825 Eye Street NW  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20006

<b>ATTORNEY DOCKET NUMBER:</b>	G0055.0013
<b>NAME OF SUBMITTER:</b>	Donald A. Gregory
<b>SIGNATURE:</b>	/DAG/
<b>DATE SIGNED:</b>	04/17/2014

**Total Attachments: 6**

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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "Assignment") is made as of this 4<sup>th</sup> day of April, 2014, by and among Idea Factory, Inc., a Wisconsin corporation ("Assignor"), and Ginsey Industries, Inc., a Pennsylvania corporation ("Assignee").

This Assignment is made pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Assignor, Assignee, Patricia M. Mueller and John R. Mueller, concerning the sale and purchase of substantially all of the assets of the Assignor. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, and pursuant to the terms of the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee the entire right, title and interest in and to the Seller Intellectual Property, including without limitation the trademark registrations, trademark applications, patents, patent applications, domain names and copyright registrations set forth on the Schedule hereto, together with any and all rights of recovery based on past and future infringement of the Seller Intellectual Property and the goodwill symbolized by the trademarks and service marks included in the Seller Intellectual Property, free and clear of all Encumbrances.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify or otherwise modify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

This Assignment shall be governed by the laws of the State of New York applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.


This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment may be delivered by means of a facsimile machine or e-mail of a PDF file containing a copy of an executed agreement (or signature page thereto), and such delivery shall be treated in all respects and for all purposes as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version thereof.

[Remainder of page left blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed this 4<sup>TH</sup> day of April, 2014.

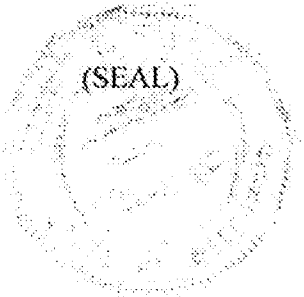
**ASSIGNOR:**

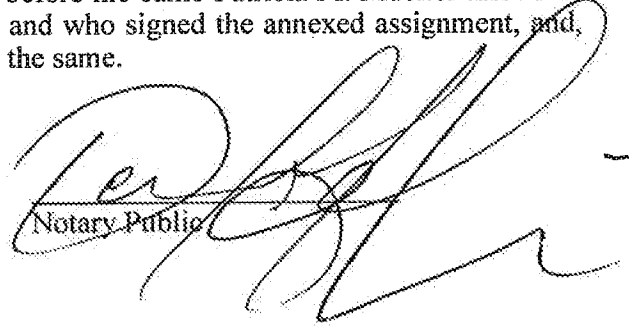
**IDEA FACTORY, INC.,**  
a Wisconsin corporation

By:   
Name: Patricia M. Mueller  
Title: President

STATE OF WISCONSIN            )  
  ) ss:  
COUNTY OF MILWAUKEE        )

On this 4<sup>TH</sup> day of April 2014, personally before me came Patricia M. Mueller known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.



  
Notary Public

**ASSIGNEE:**

GINSEY INDUSTRIES, INC.,  
a Pennsylvania corporation

By: 

Name: Herbert Briggs

Title: President and CEO

[Signature Page to IP Assignment Agreement]

**SCHEDULE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

Patents and Patent Applications

<u>Patent/ Application Number</u>	<u>Country</u>	<u>Title</u>	<u>Status</u>	<u>Issue Date/ Appl. Date</u>
D472,301	USA	SHOWERHEAD FOR SHOWER SPRAY SYSTEMS	Issued	3/25/2003
5,560,548	USA	DIVERTER VALVE FOR SHOWER SPRAY SYSTEMS	Issued	10/1/1996
2,204,126	Canada	DIVERTER VALVE FOR SHOWER SPRAY SYSTEMS	Issued	12/12/2000
201,784	Mexico	SHOWERHEAD	Issued	
232,026	Mexico	VALVE	Issued	
5,624,073	USA	DIVERTER VALVE FOR SHOWER SPRAY SYSTEMS	Issued	4/29/1997
6,704,946	USA	SPRAYER ASSEMBLY	Issued	3/16/2004
6,951,286	USA	SHOWERHEAD AND FILTER ASSEMBLY	Issued	10/4/2005
7,264,180	USA	AERATOR SLEEVE ATTACHMENT	Issued	9/4/2007
<u>60/373,075</u>	<u>USA</u>	<u>CLEANING SPRAY NOZZLE</u>	<u>Expired</u>	<u>4/16/2002</u>
7,490,783	USA	CLEANING SPRAY NOZZLE	Issued	2/17/2009
7,819,340	USA	CLEANING SPRAY NOZZLE	Issued	10/26/2010
8,096,488	USA	SHOWERHEAD AND VALVE ASSEMBLY FOR RECEIVING A RINSING SYSTEM	Issued	1/17/2012
8,157,466	USA	CLEANING DEVICE	Issued	4/17/2012
306,965	Mexico	CLEANING DEVICE	Issued	1/24/2013
<u>PCT/US95/13370</u>	<u>PCT</u>	<u>DIVERTER VALVE FOR SHOWER SPRAY SYSTEMS</u>	<u>Expired</u>	<u>10/17/1995</u>
<u>PCT/US03/11584</u>	<u>PCT</u>	<u>CLEANING SPRAY NOZZLE</u>	<u>Expired</u>	<u>4/16/2003</u>
<u>PCT/US200</u>	<u>PCT</u>	<u>IMPROVED</u>	<u>Expired</u>	<u>3/8/2004</u>

<u>Patent/ Application Number</u>	<u>Country</u>	<u>Title</u>	<u>Status</u>	<u>Issue Date/ Appl. Date</u>
<u>4/006966</u>		<u>SHOWERHEAD AND VALVE ASSEMBLY FOR RECEIVING A RINSING SYSTEM</u>		
<u>PCT/US200 5/036189</u>	<u>PCT</u>	<u>CLEANING SPRAY NOZZLE</u>	<u>Expired</u>	<u>10/8/2004</u>
<u>PCT/US200 6/008265</u>	<u>PCT</u>	<u>CLEANING DEVICE</u>	<u>Expired</u>	<u>3/7/2006</u>
<u>60/617567</u>	<u>USA</u>	<u>CLEANING SPRAY NOZZLE</u>	<u>Expired</u>	<u>10/8/2004</u>
<u>PCT/US99/2 8780</u>	<u>PCT</u>	<u>PLUG-IN SHOWER SYSTEM</u>	<u>Expired</u>	<u>12/6/1999</u>
<u>09/220740</u>	<u>USA</u>	<u>PLUG-IN SHOWER SYSTEM</u>	<u>Abandoned</u>	<u>12/23/1998</u>

Trademarks Registrations and Applications

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/Appl. Date</u>
FRESH PALS	USA	Issued	4,195,241	8/21/2012
FRESH PALS	USA	Allowed	85/526977	1/27/2012
FRESH PALS	USA	Allowed	85/526981	1/27/2012
RINSE ACE	Canada	Issued	496,129	6/16/1998
RINSE ACE	USA	Issued	1,977,384	5/28/1996
	<u>USA</u>	<u>Issued</u>	<u>1,995,516</u>	<u>8/20/1996</u>
2-IN-1 SHOWERHEAD	USA	Issued	2,797,631	12/23/2003
SCRUB AND RINSE WAND	USA	Issued	3,309,005	10/9/2007
MY OWN SHOWER	USA	Issued	3,461,333	7/8/2008
PROFLOSS	USA	Issued	3,584,388	3/3/2009
PET BATHING MADE EASY	USA	Issued	3,935,847	3/22/2011
A BETTER SHOWER IN A SNAP	USA	Issued	3,935,923	3/22/2011
SNAP N SPRAY	USA	Issued	3,935,924	3/22/2011

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/ Appl. Date</u>
LUV MY BABY	USA	Issued	4,383,305	8/13/2013

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>
PALM SHOWER	USA	Lapsed	78/181986
MY OWN SHOWER	USA	Lapsed	2,260,007
PLUG N SPRAY	USA	Lapsed	2,907,207

#### Domain Names

1. Registered Domain Names

www.ideafactoryinc.com  
www.pro-floss.com  
www.rinseace.com  
www.myownshower.com  
www.2in1showerhead.com

2. Reserved Domain Names (Not in Use)

www.scrubandrinswand.com  
www.petbathingmadeeasy.com  
www.fresh-pals.com  
www.bath-aid.com

#### Copyright Registrations

<u>Copyright</u>	<u>Country</u>	<u>Status</u>	<u>Registration / Application Number</u>	<u>Registration / Issue Date</u>
RINSE ACE MAKES CLEANING YOUR BATH TUB EASY	USA	Issued	Pau2-863-831	4/26/2004