

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302269

| | | | |
|--|--|---------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Idea Factory, Inc. | | 04/04/2014 | CORPORATION: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | Ginsey Industries, Inc. | | |
| Street Address: | 281 Benigno Boulevard | | |
| City: | Bellmawr | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08031 | | |
| Entity Type: | CORPORATION: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4195241 | FRESH PALS | |
| Registration Number: | 1977384 | RINSE ACE | |
| Registration Number: | 1995516 | RINSE ACE | |
| Registration Number: | 2797631 | 2-IN-1 SHOWERHEAD | |
| Registration Number: | 3309005 | SCRUB AND RINSE WAND | |
| Registration Number: | 3461333 | MY OWN SHOWER | |
| Registration Number: | 3584388 | PROFLOSS | |
| Registration Number: | 3935847 | PET BATHING MADE EASY | |
| Registration Number: | 3935923 | A BETTER SHOWER IN A SNAP | |
| Registration Number: | 3935924 | SNAP N SPRAY | |
| Serial Number: | 85526977 | FRESH PALS | |
| Serial Number: | 85526981 | FRESH PALS | |
| Registration Number: | 4383305 | LUV MY BABY | |
| Registration Number: | 2260007 | MY OWN SHOWER | |
| Registration Number: | 2907207 | PLUG N SPRAY | |
| Serial Number: | 78181986 | PALM SHOWER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via</i> | | | |
| TRADEMARK | | | |

OP \$415.00 4195241

US Mail.

Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

| | |
|--------------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 074658-01238 |
| NAME OF SUBMITTER: | Timothy D. Pecsénye |
| SIGNATURE: | /Timothy D. Pecsénye/ |
| DATE SIGNED: | 04/22/2014 |

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made as of this 4th 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 4TH day of April, 2014.

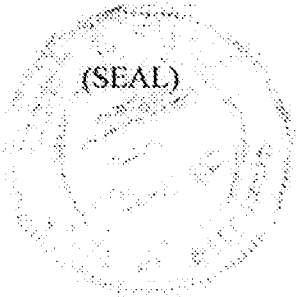
ASSIGNOR:

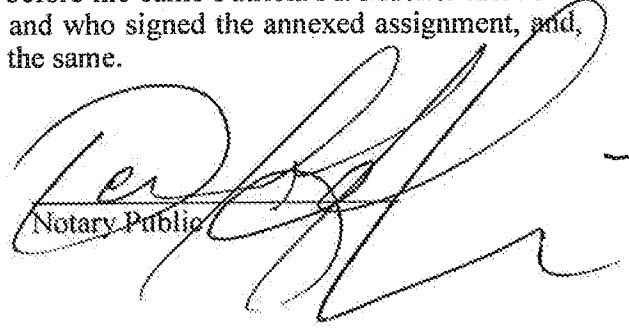
IDEA FACTORY, INC.,
a Wisconsin corporation

By: 
Name: Patricia M. Mueller
Title: President

STATE OF WISCONSIN)
) ss:
COUNTY OF MILWAUKEE)

On this 4TH 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 |