

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steiner Company, Inc.		03/20/2009	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Penco Products, Inc.		
Street Address:	1820 Stonehenge Drive		
City:	Greenville		
State/Country:	NORTH CAROLINA		
Postal Code:	27858		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0982422	SWISS-AIR	
Registration Number:	0650904	CHANGE-O-MATIC	
Registration Number:	1972477		
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.906.8618		
Email:	ipmail@dykema.com		
Correspondent Name:	Eric T. Fingerhut		
Address Line 1:	1300 I St., NW, Suite 300 West		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	095898-0030		
NAME OF SUBMITTER:	Eric T. Fingerhut		
SIGNATURE:	/eric t. fingerhut/		
DATE SIGNED:	04/23/2014		
Total Attachments: 4			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment and Assumption Agreement") is made and entered into as of March 20, 2009 by and between STEINER COMPANY, INC., a Utah corporation, ("US Seller"), and PENCO PRODUCTS, INC., a Delaware corporation ("US Buyer").

WHEREAS, US Seller and US Buyer are parties to that certain Asset Purchase Agreement dated the even date herewith (the "Asset Purchase Agreement"), pursuant to which US Buyer has purchased the Assets from the US Seller; and

WHEREAS, pursuant to the Asset Purchase Agreement, US Seller has agreed to assign certain rights and agreements to US Buyer, and US Buyer has agreed to assume certain obligations of US Seller, as set forth herein, and this Assignment and Assumption Agreement is contemplated by Section 2.7.1(b) of the Asset Purchase Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CAPITALIZED TERMS.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Asset Purchase Agreement.

2. **ASSIGNMENT.** US Seller hereby assigns, transfers and conveys to US Buyer all of US Seller's right, title and interest in, to and under, all of the US Assets which are intangible personal property.

3. **ASSUMPTION.** US Buyer hereby assumes the obligations arising after the Effective Time under the Assumed Purchase Orders which relate to sales to customers by the US Seller and under Outstanding Orders which relate to purchases by the US Seller.

4. **TERMS OF THE ASSET PURCHASE AGREEMENT.** The terms of the Asset Purchase Agreement, including but not limited to Sellers' representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. US Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. **FURTHER ACTIONS.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may

reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

6. **AMENDMENT.** This Assignment and Assumption Agreement may be amended only by an instrument in writing executed by each party hereto.

7. **ASSIGNMENT.** No party may assign any of its rights or delegate any of its obligations under this Assignment and Assumption Agreement without the prior written consent of the other parties. Subject to the preceding sentence, this Assignment and Assumption Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

8. **GOVERNING LAW.** This Assignment and Assumption Agreement will be governed by and construed under the laws of Delaware, without regard to conflicts-of-laws principles.

9. **HEADINGS.** The headings herein are for convenience of reference only and shall not be deemed to be part of the substance of this Assignment and Assumption Agreement.

10. **EXECUTION OF AGREEMENT.** This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and Assumption Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and Assumption Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Assignment and Assumption Agreement as to the parties and may be used in lieu of the original Assignment and Assumption Agreement for all purposes. Signatures of the parties which are transmitted electronically shall be deemed to be their original signatures for all purposes.

[signatures on separate page]

IN WITNESS WHEREOF, US Seller and US Purchaser have executed this Assignment and Assumption Agreement as of the day and year first written above.

US SELLER

STEINER COMPANY, INC.

By: James D. Shea
Its: Vice President

US BUYER

PENCO PRODUCTS, INC.

By: _____
Its: _____

IN WITNESS WHEREOF, US Seller and US Purchaser have executed this Assignment and Assumption Agreement as of the day and year first written above.

US SELLER

STEINER COMPANY, INC.

By: _____

Its: _____

US BUYER

PENCO PRODUCTS, INC.

By: *Miguel P. Moya*

Its: *PRESIDENT*