

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renin Corp.		10/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Renin Holdings LLC		
Street Address:	110 Walker Drive		
City:	Brampton		
State/Country:	CANADA		
Postal Code:	L6T 4H6		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	72155359	ACME	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3057144342		
Email:	mvazquez@bergersingerman.com		
Correspondent Name:	Renin Holdings LLC		
Address Line 1:	110 Walker Drive		
Address Line 4:	Brampton, CANADA L6T 4H6		
DOMESTIC REPRESENTATIVE			
Name:	Renin Holdings LLC		
Address Line 1:	1141 Ryder Street		
Address Line 4:	Tupelo, MISSISSIPPI 38840		
NAME OF SUBMITTER:	Frank Caplan		
SIGNATURE:	/Frank Caplan/		
DATE SIGNED:	06/11/2014		
Total Attachments: 8			
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TRADEMARK

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) dated as of October 30th, 2013 (the “Effective Date”) by and between Renin Corp., Renin Corp. US, Kingstar Products (Western) Inc., DSH Europe Ltd. and DSH UK Ltd. (collectively, “Assignor”), and Renin Holdings LLC (the “Assignee”).

WITNESSETH:

WHEREAS Assignor and Assignee and certain other parties are party to an Asset Purchase Agreement, dated October 21, 2013 (hereinafter the “APA”), pursuant to which, the Assignor shall transfer all of its rights and interests in the Purchased Business IP and all other IP Rights of Assignor used or held for use in connection with the conduct of the Purchased Business in Canada, the United States and the United Kingdom, including, but not limited to, those identified and set forth on Schedule A attached hereto, together with all goodwill of the business that is symbolized by such Purchased Business IP (collectively, the “Assigned IP”) to the Assignee;

WHEREAS, pursuant to the APA, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its worldwide right, title and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the APA, and for other good and valuable consideration the receipt and sufficiency of which are hereby conclusively acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the APA and subject to Section 5 below, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest throughout the world in and to the Assigned IP, free and clear of any Liens other than the Permitted Encumbrances, and all other applications relating thereto which shall be filed by the Assignee or its assignees, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (A) all renewal rights relating thereto and the right, if any, to register or apply in all countries and regions in the Assignee’s name for trade-marks, patents, utility models, design registrations and like rights of exclusion and for inventors’ certificates for said inventions and improvements; (B) the right, if any, to prosecute, maintain and defend the Assigned IP before any public or private agency, office or registrar; (C) the right, if any, to claim priority based on the filing dates of any of the Assigned IP under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) the right, if any, to demand, enforce, sue and recover damages, profits, or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

2. Cooperation. Assignor, for itself and its successors and assigns, hereby covenants that from time to time, to the extent commercially reasonable, and at Assignee's expense and request, but without further consideration, Assignor will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all and every such further acts, transfers, conveyances, assignments, and assurances as reasonably may be required for more effectively assuring, conveying, transferring, confirming and vesting unto Assignee, any of the Assigned IP, and for aiding and assisting Assignee in collecting and reducing the same to possession. The execution and delivery of any such additional documents or instruments shall not affect the validity of this Assignment.

3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent and trade-mark office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Assigned IP and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Assigned IP. The Assignor hereby authorizes the Canadian Intellectual Property Office, to record Assignee as the assignee and owner of the Assigned IP and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Disclaimer. This Assignment does not replace, substitute for, expand, extinguish, impair or limit in any way the rights, obligations, claims, or remedies of any party under the terms and conditions of the APA. All representations, warranties, covenants, agreements, disclaimers and indemnities contained in the APA shall (i) survive the execution and delivery of this Assignment and (ii) continue in full force and effect to the extent provided, and subject to the qualifications and limitations set forth, in the APA. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Assigned IP shall restrict, impair, reduce, expand or otherwise modify the terms of the APA.

5. Scope of Assignment. The assignment pursuant to Section 1 hereto is solely to the extent permitted by and subject to applicable Laws.

6. Certain Definitions. Terms used in this Assignment, which are not defined herein, shall have the meaning ascribed to such terms in the APA.

7. Governing Law. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to Assignor or Assignee. Upon any determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in

an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

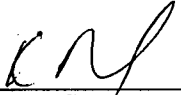
9. General Provisions. This Assignment is intended to effect the assignment of the Assigned IP to Assignee as described in the APA. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the APA, the APA shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned IP. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule and the APA and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

ASSIGNOR:

RENIN CORP.

By: 
Name: Kevin Campbell
Title:

RENIN CORP. US

By: 
Name: Kevin Campbell
Title:

KINGSTAR PRODUCTS (WESTERN) INC.

By: 
Name: Kevin Campbell
Title:

DSH EUROPE LTD.

By: 
Name: Kevin Campbell
Title:

DSH UK LTD.

By: 
Name: Kevin Campbell
Title:

ASSIGNEE:

RENIN HOLDINGS LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

ASSIGNOR:

RENIN CORP.

By: _____
Name:
Title:

RENIN CORP. US

By: _____
Name:
Title:

KINGSTAR PRODUCTS (WESTERN) INC.

By: _____
Name:
Title:

DSH EUROPE LTD.

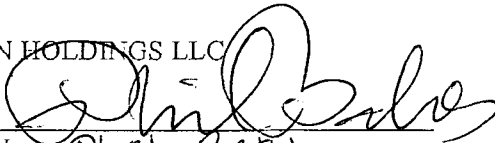
By: _____
Name:
Title:

DSH UK LTD.

By: _____
Name:
Title:

ASSIGNEE:

RENIN HOLDINGS LLC

By: 
Name: Phil Bales
Title: Secretary

[Signature Page to Intellectual Property Assignment]

Schedule A
CERTAIN ASSIGNED IP

Trademarks:

Owner	Country Code	Official No.	Title	Case Status	Property Type	Application Date
Renin Corp.	US	77721814	ERIAS HOME DESIGNS	Allowed	Trade-mark	24/04/2009
Renin Corp.	CA	TMA418659	EASYFIT	Registered	Trade-mark	27/05/1992
Renin Corp.	CA	TMA662272	KINGSTAR Design	Registered	Trade-mark	26/11/2004
Renin Corp.	CA	TMA244286	DSH	Registered	Trade-mark	29/06/1979
Renin Corp.	US	3185786	KINGSTAR	Registered	Trade-mark	
Renin Corp. US	CA	TMA390193	EXCLUSIV & DESIGN	Registered	Trade-mark	23/03/1990
Renin Corp. US	CA	TMA130200	FOLD-ASIDE	Registered	Trade-mark	28/04/1961
Renin Corp. US	CA	TMA390245	PREMIERE SERIES & DESIGN	Registered	Trade-mark	13/06/1990
Renin Corp. US	CA	TMA281551	THE ASSEMBLY LINE	Registered	Trade-mark	27/04/1981
Renin Corp. US	CA	TMA390578	TRI-ACCESS	Registered	Trade-mark	29/06/1990
Renin Corp. US	CA	TMA391292	VALUE SERIES & DESGIN	Registered	Trade-mark	13/06/1990
Renin Corp. US	CA	TMA372968	SPACE DISCOVERY	Registered	Trade-mark	02/09/1988
Renin Corp.	FR	1293795	ACME VARIO	Registered	Trade-mark	28/12/1984
Renin Corp.	CA	TMA788904	ERIAS HOME DESIGNS	Registered	Trade-mark	23/01/2009

Renin Corp. US	CA	TMA345039	ACME EXCLUSIV & DESIGN	Registered	Trade-mark	15/01/1986
Renin Corp. US	CA	TMA111680	ACME	Registered	Trade-mark	05/04/1958
Renin Corp.	US	757173	ACME	Registered	Trade-mark	18/10/1962
Renin Corp. US	US	3713152	TRUORTE	Registered	Trade-mark	
Renin Corp. US	US	3716635	TRUORTE	Registered	Trade-mark	

Domain Names:

Domain Name	Registrant
acmesystemsandhardware.com	Renin Corp.
dsh-inc.com	Renin Corp.
erishomedesigns.com	Renin Corp.
jj.ca	425908 JJ Home Products Inc.
jjhome.ca	JJ Home Products Inc
jjhomeproducts.ca	425908 JJ Home Products Inc.
kingstar-inc.com	Renin Corp.
ramtrack.com	Renin Corp.
renin.ca	Nexus Creative Solutions Inc.
renincorp.ca	Nexus Creative Solutions Inc.
renincorp.com	Renin Corp.
truorte.com	Renin Corp.

Proprietary Software:

Software Name	Description	Notes
RAS	Truck Scheduling	Developed in house. Renin owns source code for this software.

Third Party Software:

Software Name	Description	Notes
Experlogic Design Center	Custom door configurator	Add on to Visual Manufacturing