

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328077

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Adco Products, LLC		08/29/2014	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adco Professional Products, LLC		
<b>Street Address:</b>	215 Shuman Blvd., Suite 403		
<b>City:</b>	Naperville		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60563		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0210592	ADCO	
<b>Registration Number:</b>	1173804	ADCO DETERGENT	
<b>Registration Number:</b>	1676487	ADCO-LITE CHARGE	
<b>Registration Number:</b>	1587372	ADCO RENEW	
<b>Serial Number:</b>	85441289	ADCO	
<b>Serial Number:</b>	85441241	ADCO WHERE CLEAN BEGINS.	
<b>Serial Number:</b>	85441302	ADCO WHERE CLEAN BEGINS.	
<b>Registration Number:</b>	1929551	ADCO'S VIVIA!	
<b>Registration Number:</b>	2096103	AQUASIZE	
<b>Registration Number:</b>	0726343	BOOT	
<b>Registration Number:</b>	1178759	CLOROSHEEN	
<b>Registration Number:</b>	1873535	DISCOVER	
<b>Registration Number:</b>	0301520	DRI-SHEEN	
<b>Registration Number:</b>	1207703	FASHION FINISH	
<b>Registration Number:</b>	0955392	PERKSHEEN #324	
<b>Registration Number:</b>	2096107	POWERBRITE	
<b>Registration Number:</b>	1204213	REETONE-C	
<b>Registration Number:</b>	0790118	RSR	
<b>Registration Number:</b>	0523979	RSR	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	1366147	SILK-SHEEN
Registration Number:	2096106	SOFTENALL
Registration Number:	1905240	SOFT KLEEN
Registration Number:	1178761	TERGIT
Registration Number:	1039493	"TEXTURE-LIFE"
Registration Number:	1954398	TIGER
Registration Number:	1874989	TOP CAT
Registration Number:	1178760	WETSPO

**CORRESPONDENCE DATA**

**Fax Number:** 3102030567

*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.*

**Phone:** 310-203-8080

**Email:** trademarkdocket@jmbm.com

**Correspondent Name:** Rod S. Berman

**Address Line 1:** Jeffer Mangels Butler & Mitchell LLP

**Address Line 2:** 1900 Avenue of the Stars, 7th Floor

**Address Line 4:** Los Angeles, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 72267-0017

**NAME OF SUBMITTER:** Rod S. Berman

**SIGNATURE:** /rod s. berman/

**DATE SIGNED:** 01/06/2015

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment") is made as of August 29, 2014, by and between ADCO PRODUCTS, LLC, a Georgia limited liability company (the "Assignor") for the benefit of ADCO PROFESSIONAL PRODUCTS, LLC, a Delaware limited liability company (the "Assignee").

### RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Agreement [REDACTED] dated as of even date herewith by and among Assignee, Assignor and MARK R. GRIMALDI, an individual (the "[REDACTED] Agreement"), pursuant to which, among other things, Assignee agreed to acquire substantially all of the assets of Assignor in full satisfaction of the Indebtedness (as defined in the [REDACTED] Agreement);

WHEREAS, Assignor wishes to convey to Assignee all of its right, title and interest in and to those trademarks described on Schedule A attached hereto and incorporated herein by this reference, all applications and registrations pertaining thereto and all common law rights associated therewith, together with any goodwill arising therefrom (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to acquire such right, title and interest in and to the Trademarks (and the goodwill represented thereby) from Assignor, all in accordance with and subject to the terms and conditions of the Settlement Agreement.

### AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby sells, transfers and assigns to Assignee (and its successors and assigns), to the extent transferable or assignable, all of its right, title and interest in and to the Trademarks throughout the world, the right to conduct business under the Trademarks, including their right, if any, to license the Trademarks to others, and all rights to sue and collect damages and/or profits for claims of future infringements of the Trademarks.

2. Recordation of Assignment. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any other applicable governmental authority in any applicable jurisdiction to record Assignee as the owner of Assignor's interests in the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future notices and any other communications and documents bearing on the Trademarks.

3. Governing Law. This Trademark Assignment is and shall be governed by and construed in accordance with the laws of the State of Georgia.

4. Amendment; Waiver. This Trademark Assignment shall not be amended or modified except by a written instrument duly executed by each of the parties hereto. Any extension or waiver by any party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such party.

5. Counterparts. This Trademark Assignment may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be original, and all of which together shall constitute one and the same agreement. Delivery of this Trademark Assignment may be made by facsimile transmission of a copy of the original Trademark Assignment bearing the signature of the parties, and shall be effective upon completion of transmission.

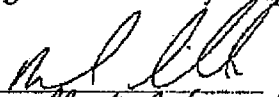
6. Delivery Pursuant to [REDACTED] Agreement. Notwithstanding anything to the contrary herein, the parties are executing and delivering this Trademark Assignment in accordance with and subject to all of the terms and provisions of the [REDACTED] Agreement. This Trademark Agreement is subject to and limited by the terms and provisions of the [REDACTED] Agreement, and in the event of any conflict between this Agreement and the [REDACTED] Agreement, the terms, provisions and limitations of the [REDACTED] Agreement shall control. Notwithstanding anything to the contrary contained herein, (a) nothing contained in this Trademark Agreement is intended to provide any rights to either Assignor or Assignee beyond those rights expressly provided to Assignor and Assignee, as the case may be, in the [REDACTED] Agreement; (b) nothing contained in this Trademark Agreement is intended to impose any obligations or liabilities on either Assignor or Assignee beyond those obligations or liabilities expressly provided to Assignor and Assignee, as the case may be, in the [REDACTED] Agreement; and (c) nothing contained in this Trademark Agreement is intended to limit any of the rights or remedies available to Assignor or Assignee, as the case may be, under the [REDACTED] Agreement.

*Signature Page to Follow*

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment on  
the date first above written.

**ASSIGNOR:**

ADCO PRODUCTS, LLC,  
a Georgia limited liability company

By:   
Name: Mark R. Grinstead  
Title: Member

*[Signature Page to Trademark Assignment Agreement]*

**SCHEDULE A**  
**TRADEMARKS**

See attached.

**SCHEDULE A**

U.S. Trademark Application or Registration No.	Mark
210,592	ADCO & DESIGN
1,173,804	ADCO DETERGENT
2,467,818	ADCO INC. QUALITY INTEGRITY & DEPENDABILITY SINCE 1908 ADCO QUALITY TALKS AND DESIGN
1,676,487	ADCO LITE CHARGE
1,587,372	ADCO RENEW
85/441,289	ADCO (STYLIZED)
85/441,241	ADCO WHERE CLEAN BEGINS.
85/441,302	ADCO WHERE CLEAN BEGINS. (STYLIZED)
1,929,551	ADCO'S VIVIAI
2,096,103	AQUASIZE
726,343	BOOT
1,178,759	CLOROSHEEN
1,165,138	CRYSTAL SOLTEX
1,873,535	DISCOVER
301,520	DRI-SHEEN
1,207,703	FASHION FINISH
955,392	PERK SHEEN #324
2,096,107	POWERBRITE
1,204,213	REETONE-C
790,118	RSR AND DESIGN
523,979	RSR (STYLIZED)
1,366,147	SILK-SHEEN
2,096,106	SOFTENALL
1,905,240	SOFT KLEEN
1,178,761	TERGIT
1,039,493	TEXTURE LIFE
1,954,398	TIGER
1,874,989	TOP CAT
1,178,760	WETSP0