

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Continental Commercial Products, LLC		04/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Americo Manufacturing Co. Inc.		
Street Address:	6224 North Main Street		
City:	Acworth		
State/Country:	GEORGIA		
Postal Code:	30101		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1505971	BUCKAROO	
Registration Number:	1356258	JACKEROO	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	45251-46855		
NAME OF SUBMITTER:	Thomas A. Polcyn		
SIGNATURE:	/thomas a. polcyn/		
DATE SIGNED:	04/01/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS AGREEMENT ("Assignment") is made and entered into as of April ^{25th}, 2013 by and between Continental Commercial Products LLC, a Delaware limited liability company ("Assignor"), and Amerleo Manufacturing Co. Inc., a Georgia corporation ("Assignee").

WHEREAS, Assignor owns trademark registrations for the GLIT trademark as listed in *Schedule A* attached hereto and incorporated by reference herein, and common law rights wherever so recognized (the "GLIT Trademarks"), and Assignor owns U.S. and Canadian trademark registrations for the BUCKAROO and JACKEROO trademarks as listed in *Schedule B* attached hereto and incorporated by reference herein, and common law rights in the U.S. and Canada (the "BUCKAROO and JACKEROO Trademarks");

WHEREAS, Assignor is willing to sell to Assignee all of its rights in and to (a) the GLIT Trademarks, with the exception of India (the "Excluded Territory"), and (b) the BUCKAROO and JACKEROO Trademarks; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the GLIT Trademarks (except Assignor's rights to the GLIT Trademarks in the Excluded Territory) and the BUCKAROO and JACKEROO Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. Assignee shall pay Assignor Twenty-Five Thousand U.S. Dollars (US\$25,000.00) upon execution of this Assignment (the "Purchase Price").

2. Subject to Assignee's fulfillment of its obligations under Section 1, and ~~conditioned thereon, Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title, interest in and to (a) the GLIT Trademarks (with the exception of the Excluded Territory), and (b) the BUCKAROO and JACKEROO Trademarks, in each case together with the goodwill of the business connected with and symbolized by the marks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made (the "Assignment"). This Assignment, and Assignee's resulting ownership of the GLIT Trademarks outside the Excluded Territory, is subject to a pre-existing, non-exclusive license to the GLIT Trademarks granted by Assignor or its predecessor in Asia. A copy of the pre-existing, non-exclusive license to the GLIT Trademarks granted by Assignor or its predecessor in Asia is attached hereto in *Schedule C* and is incorporated by reference herein.~~

3. ASSIGNOR hereby represents and warrants to ASSIGNEE that: (a) ASSIGNOR has title to the GLIT Trademarks, the BUCKAROO Trademarks, and the JACKEROO Trademarks (the "Assigned Marks") free and clear of any liens and encumbrances not set forth in *Schedule C* hereof; (b) to ASSIGNOR's knowledge, the Assigned Marks do not infringe any trademark or other proprietary or intellectual property right of any third party; (c) to ASSIGNOR's knowledge, there are no pending claims, lawsuits, or other legal proceedings or actions pending, and none threatened and/or likely of assertion, against the Assigned Marks; (d)

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ASSIGNOR has the right, power, and authority to enter into this Agreement and to perform all of ASSIGNOR's obligations hereunder, and (c) other than as set forth in *Schedule C* hereof, ASSIGNOR has not granted to any third party an assignment or license for the Assigned Marks that would conflict with the rights granted to ASSIGNEE hereunder. ASSIGNOR will indemnify, defend, and hold harmless ASSIGNEE, its affiliates, officers, directors, employees, consultants, and agents from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorney's fees) arising from its breach of any representation or warranty contained in this Assignment; provided, however, that ASSIGNOR's liability to ASSIGNEE arising from any breach of any representation or warranty contained in this Assignment will not exceed the Purchase Price.

4. Assignor agrees to further execute any documents reasonably necessary to effect this Assignment or to confirm Assignee's ownership of the GLIT Trademarks and/or the BUCKAROO and JACKEROO Trademarks, at Assignee's expense.

5. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written (the "Effective Date").

ASSIGNOR:

ASSIGNEE:

Continental Commercial Products LLC

Amerleo Manufacturing Co., Inc.

By: 

By: 

Title: PRESIDENT
DAVID S. FELDMAN

Title: CEO

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Leonard Shusterman
4/26/13


4/26/13

Schedule A

GLIT Registrations

Country	Trademark	App. Ser. No.	Filing Date	Reg No.	Reg. Date	Class
Australia	GLIT	417020	19-Oct-1984	417020	19-Oct-1984	21 Int.
Australia	GLIT	465840	26-May-1987	A465840	26-May-1987	03 Int.
Australia	GLIT	465839	26-May-1987	A465839	08-Jan-1991	08 Int.
Australia	GLIT	465838	26-May-1987	A465838	26-May-1987	16 Int.
Australia	GLIT	541573	06-Sep-1990	A541573	06-Sep-1990	20 Int.
Australia	GLIT	465837	26-May-1987	A465837	26-May-1987	21 Int.
Benelux	GLIT	713743	05-Apr-1988	448166	05-Apr-1988	03 Int., 07 Int., 08 Int., 16 Int., 21 Int.
Canada	GLIT	592622	30-Sep-1987	TMA404719	13-Nov-1992	N/A
Canada	GLIT	557903	25-Feb-1986	TMA352512	03-Mar-1989	N/A
Colombia	GLIT	37903	18-Jul-1996	206892	30-Jan-1998	03 Int.
Colombia	GLIT	358076	27-Mar-1992	156574	28-Feb-1994	07 Int.
Colombia	GLIT	358074	27-Mar-1992	156351	28-Feb-1994	21 Int.
France	GLIT	919147	08-Apr-1988	1459417	08-Apr-1988	03 Int., 07 Int., 08 Int., 16 Int., 21 Int.
Mexico	GLIT	451009	29-Oct-1993	451009	27-Jan-1994	N/A
Mexico	GLIT	451007	29-Oct-1993	451007	27-Jan-1994	N/A
Mexico	GLIT	468110	29-Oct-1993	468110	29-Jul-1994	N/A
Mexico	GLIT	468109	29-Oct-1993	468109	29-Jul-1994	N/A

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New Zealand	GLIT	194871	21-Jul-1989	194871	26-Jul-1995	N/A
United Kingdom	GLIT	1262129	07-Mar-1986	1262129	07-Mar-1986	21 Int.
United States	GLIT	73/060,099	11-Aug-1975	1,054,739	21-Dec-1976	21 Int.
United States	GLIT	75/042,654	05-Jan-1996	2,036,905	11-Feb-1997	07 Int.
United States	GLIT	73/660,043	11-May-1987	1,488,049	17-May-1988	03 Int., 08 Int., 21 Int.
Venezuela	GLIT	1992-005449	20-Mar-1992	169573	07-Oct-1994	09 Int.
Venezuela	GLIT	1992-005448	20-Mar-1992	169572	07-Oct-1994	08 Int.

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Schedule B

BUCKAROO and JACKEROO Registrations

Country	Trademark	App. Ser. No.	Filing Date	Reg No.	Reg. Date	Class
Canada	BUCKAROO	598481	12-Jan-1988	TMA364391	19-Jan-1990	N/A
U.S.	BUCKAROO	73/702,512	23-Dec-1987	1,505,971	27-Sept-1988	21 Int.
Canada	JACKEROO	0639306	25-Aug-1989	TMA374923	26-Oct-1990	N/A
U.S.	JACKEROO	73/505,630	25-Oct-1984	1,356,258	27-Aug-1985	07 Int.

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