

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centrex Plastics, LLC		04/07/2015	LIMITED LIABILITY COMPANY: OHIO
T.R. Plastics, LLC		04/07/2015	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Continental Commercial Products, LLC		
Street Address:	814 W Lima St		
Internal Address:	c/o: Centrex Plastics, LLC		
City:	Findlay		
State/Country:	OHIO		
Postal Code:	45840		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85531079	REDEFINING STORAGE	
Serial Number:	85531047	FUNDAMENTALS	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	MISC-1-A (349853-001011)		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/williamlbartow/		
DATE SIGNED:	04/08/2015		

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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into as of April 7, 2015, by Centrex Plastics, LLC, an Ohio limited liability company ("Centrex"), T.R. Plastics, LLC, an Ohio limited liability company ("T.R. Plastics" and together with Centrex, the "Seller") and Continental Commercial Products, LLC, a Delaware limited liability company (the "Purchaser").

WHEREAS, the Seller and the Purchaser are parties to an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of April 7, 2015, pursuant to which the Seller agreed to sell, and the Purchaser agreed to purchase, certain assets of the Seller;

WHEREAS, this Agreement is being delivered pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, the Seller is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to trademark-related Intellectual Property Rights and goodwill of the Business connected with the use of the trademark-related Intellectual Property Rights that constitute a portion of the Acquired Assets, which Intellectual Property Rights are more particularly described in Exhibit A annexed hereto (the "Trademark-Related Intellectual Property");

WHEREAS, the Seller is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to patent-related Intellectual Property Rights and goodwill of the Business connected with the use of the patent-related Intellectual Property Rights that constitute a portion of the Acquired Assets, which Intellectual Property Rights are more particularly described in Exhibit B annexed hereto (the "Patent-Related Intellectual Property");

WHEREAS, the Seller is the owner of the entire right, title, interest, benefits and privileges in and to Intellectual Property Rights of the Business, including copyrights, domain names and patents, that is not included as the Trademark-Related Intellectual Property and that constitute a portion of the Acquired Assets (the "General Intellectual Property");

WHEREAS, pursuant to the Asset Purchase Agreement, the Seller wishes to assign to the Purchaser the Seller's entire right, title, interest, benefits, privileges and goodwill in and to the Trademark-Related Intellectual Property, Patent-Related Intellectual Property the General Intellectual Property and to all Intellectual Property Rights relating to, used in or necessary for the Business as set forth in the Asset Purchase Agreement; and

WHEREAS, the Purchaser is desirous of acquiring the Seller's entire right, title, interest, benefits, privileges and goodwill in and to the Trademark-Related Intellectual Property, Patent-Related Intellectual Property, the General Intellectual Property and to all Intellectual Property Rights relating to, used in or necessary for the Business as set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, and in the Asset Purchase Agreement, 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 set forth in the Asset Purchase Agreement.

2. Assignment and Acceptance. The Seller hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers and sets over (collectively, the "Assignment") to the Purchaser all of the rights, titles and interest, legal or equitable, in and to the Intellectual Property Rights of the Seller relating to, used in or necessary for the Business, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for the Purchaser's own use and enjoyment, and for the use and enjoyment of the Purchaser's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Seller if this Agreement had not been made, together with all payments due or payable as of the Closing Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the foregoing Intellectual Property Rights, with the right to sue for, and collect the same for the Purchaser's own use and enjoyment and for the use and enjoyment of the Purchaser's successors, assigns or other legal representatives, and the Purchaser hereby accepts the Assignment.

(a) **Trademark-Related Intellectual Property Assignment.** The Seller hereby sells, assigns, transfers and sets over to the Purchaser, its successors, assigns and legal representatives, the Seller's entire right, title, interest, benefits, privileges and goodwill associated with and symbolized by the Trademark-Related Intellectual Property and goodwill of the Business associated with the Trademark-Related Intellectual Property, including, but not limited to, United States and foreign, federal and state registered and common law trademarks, service marks and trade dress, registrations for trademarks, service marks and trade dress and applications for trademarks, service marks and trade dress, including international and regional applications, including, without limitation, the right to sue any third parties for any past infringement of the Trademark-Related Intellectual Property or otherwise enforce or exploit the Trademark-Related Intellectual Property, the right to renew any registrations, the right to apply for trademark, service mark or trade dress registrations within or outside the United States based in whole or in part upon the trademarks, service marks and trade dress, and any priority right that may arise from the trademarks, service marks and trade dress.

(b) **Patent-Related Intellectual Property Assignment.** The Seller hereby sells, assigns, transfers and sets over to the Purchaser, its successors, assigns and legal representatives, the Seller's entire right, title, interest, benefits, privileges and goodwill associated with and symbolized by the Patent-Related Intellectual Property and goodwill of the Business associated with the Patent -Related Intellectual Property, including, but not limited to, United States and foreign, federal and state registered and common law trademarks, service marks and trade dress, registrations for trademarks, service marks and trade dress and applications for trademarks, service marks and trade dress, including international and regional applications, including, without limitation, the right to sue any third parties for any past infringement of the Patent -Related Intellectual Property or otherwise enforce or exploit the Patent -Related Intellectual Property, the right to renew any registrations, the right to apply for trademark, service mark or trade dress registrations within or outside the United States based in whole or in part upon the trademarks, service marks and trade dress, and any priority right that may arise from the trademarks, service marks and trade dress.

(c) **General Intellectual Property and Intellectual Property Assignment.** The Seller hereby sells, assigns, transfers and sets over to the Purchaser, its successors, assigns and legal representatives, the Seller's entire right, title, interest, benefits, privileges and goodwill in and throughout the United States of America (including its territories and dependencies) and all countries and jurisdictions foreign thereto in and to said General Intellectual Property and to all Intellectual Property Rights of the Seller relating to, used in or necessary for the Business.

3. Warranty of Title. The Seller warrants title to the Intellectual Property as set forth in the Asset Purchase Agreement.

4. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to the Seller's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Rights of the Seller, are incorporated herein by this reference. The 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 assignment and assumption contemplated by this Agreement, and the recordation thereof by relevant government offices.

6. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio. Jurisdiction and venue to be in the United States District Court for the Northern District of Ohio Western Division, Toledo, Ohio.

EXECUTION COPY

(c) Assignability. Neither the rights nor the obligations of any party to this Agreement may be transferred or assigned, provided that (i) the Purchaser may assign its rights under this Agreement to any affiliate and (ii) the Purchaser may assign its interest in this Agreement to any lender providing financing to the Purchaser for collateral security purposes. Any other purported assignment of this Agreement or any of the rights and obligations hereunder shall be null, void and of no effect.

(d) Binding Effect; Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and, if applicable, permitted assigns. Each party intends that this Agreement shall not benefit or create any right or cause of action in any Person other than the parties hereto.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument.

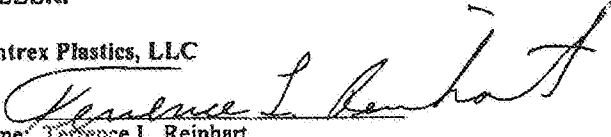
(f) Amendments. This Agreement may be amended, modified or waived only by a written agreement signed by the Seller and the Purchaser. With regard to any power, remedy or right provided in this Agreement or otherwise available to any party, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[Signature Page to Follow]

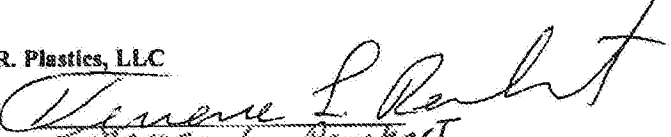
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

Centrex Plastics, LLC

By: 
Name: Terrence L. Reinhart
Title: Managmg Member

T. R. Plastics, LLC

By: 
Name: Terrence L. Reinhart
Title: sole member

PURCHASER:

Continental Commercial Products, LLC

By: _____
Name: David J. Feldman
Title: Chief Executive Officer

Signature Page to the IP Assignment Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

Centrex Plastics, LLC

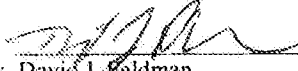
By: _____
Name: Terrence L. Reinhart
Title: Managing Member

T. R. Plastics, LLC

By: _____
Name:
Title:

PURCHASER:

Continental Commercial Products, LLC

By:  _____
Name: David J. Feldman
Title: Chief Executive Officer

Signature Page to the IP Assignment Agreement

Exhibit A**Trademark-Related Intellectual Property**

Attorney/ Docket	Country Code	Title	Status	Type	App. No.	Filing Date	Reg. No.	Issued
56147-1	US	REDEFINING STORAGE	Registered	Trademark	85/531,079	2/1/12	4,190,777	8/14/12
56147-2	CA	REDEFINING STORAGE	Registered	Trademark- Foreign	1562638	2/3/12	TMA843,232	2/14/13
56148-1	US	FUNDAMENTALS	Registered	Trademark	85/531,047	2/1/12	4,186,880	8/7/12
56148-2	CA	FUNDAMENTALS	Registered	Trademark- Foreign	1562639	2/3/12	TMA843,233	2/14/13

Exhibit B**Patent-Related Intellectual Property**

Attorney/ Docket	Country	Title	Status	Type	App. No.	Filing Date
55963-1	US	GARAGE CABINETS WITH MOLDED DOOR HANDLES AND MODULAR CONSTRUCTION	Application	Patent	62/050,273	9/15/14
55964-1	US	CABINET DOOR	Application	Patent	29/502,325	9/15/14
56524-1	US	SHELF SIDE PANEL	Application	Patent	29/463,312	10/8/13
56525-1	US	SHELF FRONT PANEL	Application	Patent	29/463,311	10/8/13
	US	SHELVING SYSTEM AND SHELF FOR SAME	Application	Utility-Provisional	61/792,451	3/15/13
	US	SHELVING SYSTEM AND SHELF FOR SAME	Application	Utility-Non-Provisional	13/901,004	5/23/13
	US	IMPROVED SHELVING SYSTEM AND IMPROVED SUPPORT POST FOR SAME	Application	Utility-Provisional	61/793,339	3/15/13
	US	SHELVING SYSTEM AND IMPROVED SUPPORT POST FOR SAME	Application	Utility-Non-Provisional	13/901,083	5/23/13
	CA	SHELVING SYSTEM AND SHELF FOR SAME	Pending		2846542	3/14/14
	CA	IMPROVED SHELVING SYSTEM AND IMPROVED SUPPORT FOR SAME	Pending		2846541	3/14/14