

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summit Industries, Inc.		05/01/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	American Covers, Inc.		
Street Address:	102 West 12200 South		
City:	Draper		
State/Country:	UTAH		
Postal Code:	84020		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	75778764	LEXOL	
Serial Number:	73341575	LEXOL	
Serial Number:	72018957	LEXOL	
Serial Number:	86455777	LEXOL HOME	
Serial Number:	73465346	LEXOL-NF	
Serial Number:	73440955	LEXOL-PH	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-102		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	05/01/2015		

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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of May 1, 2015, is made by and between Summit Industries, Inc., a Georgia Corporation (“**Assignor**”) and American Covers, Inc., a Utah corporation (“**Assignee**”). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of May 1, 2015 (the “**Purchase Agreement**”) pursuant to which Assignee purchased certain assets and liabilities of the Assignors; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee is acquiring from Assignors certain assets of the Assignors, including Assignors’ rights and benefits with respect to the Assigned IP (as defined below) as of the date of this Assignment; and

WHEREAS, effective as of the Closing, Assignors shall assign all of their respective right, title and interest in and to the Assigned IP (as defined below), subject to the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE in consideration of the mutual promises contained herein, Assignors and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the Purchase Agreement, Assignors hereby sell, assign, transfer, convey, deliver and set over its entire right, title, and interest in and to the following (the “**Assigned IP**”):

- a. the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);
- b. the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);
- c. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- d. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- e. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof,

including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Assurances. Assignor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. At any time and from time to time after the date hereof, at Assignee's request and without further consideration, Assignors promptly shall execute and deliver, and shall cause its affiliates and employees to execute and deliver, such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as Assignee may reasonably request to more effectively transfer, convey and assign to Assignee, and to confirm Assignee's title to, any or all of the Assigned IP.

3. Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by facsimile or electronic transmission), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Jurisdiction. Governing law and venue regarding this Agreement and any disputes arising therefrom shall be construed and resolved in accordance with provisions of Section 7.3 of the Purchase Agreement, which shall be deemed incorporated into and made a part of this Agreement.

(Signature Page Follows)

ASSIGNEE:

AMERICAN COVERS, INC.

By: Chris Anderson
Name: Chris Anderson
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignors and Assignee have each caused this Assignment to be executed as of the date and year first above written.

ASSIGNOR:

SUMMIT INDUSTRIES, INC.

By: 

Name: Michael J. Musso

Title: President

**SCHEDULE 1
PATENTS**

Country	Patent Title	Patent Application Number	Filing Date
US	Cleaning Pad	14/694,013	04/23/2015
PCT	Cleaning Pad	PCT/US15/27283	04/23/2015

SCHEDULE 2
TRADEMARKS

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	LEXOL	Registered	75/778,764	18-Aug-1999	2,360,237	20-Jun-2000
US	LEXOL	Registered	73/341,575	14-Dec-1981	1,250,830	13-Sep-1983
US	LEXOL	Registered	72/018,957	08-Nov-1956	0,648,770	23-Jul-1957
CA	LEXOL	Registered	0,181,349	17-Jul-1942	UCA17,242	17-Jul-1942
DE	LEXOL	Registered	1096812	23-Aug-1985	1096812	23-Sep-1986
EM	LEXOL	Registered	001620988	20-Apr-2000	001620988	24-Jul-2001
FR	LEXOL	Registered	1614136	31-Aug-1990	1614136	01-Jul-1991
GB	LEXOL	Registered	1249338	30-Aug-1985	1249338	11-Aug-1989
IT	LEXOL	Registered	MI2010C009209	10-Sep-2010	1338463	20-Sep-2010
MX	LEXOL	Registered	0425251	15-May-2000	683047	24-Jan-2001
MX	LEXOL	Registered	0425252	15-May-2000	683048	24-Jan-2001
CN	LEXOL	Registered	3604294	24-Jun-2003	3604294	21-Aug-2005
US	LEXOL HOME	Pending	86/455777	17-Nov-2014		
US	LEXOL-NF	Registered	73/465346	13-Feb-1984	1336208	21-May-1985

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	LEXOL-PH	Registered	73/440955	25-Aug-1983	1293761	11-Sep-1984

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