

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gruber Systems, Inc.		10/22/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Marshall-Gruber Company, LLC		
Street Address:	26776 W. 12 Mile Road		
Internal Address:	#201		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2977085	GRUBER	
Registration Number:	3061503	RHINO	
Serial Number:	73675864	DURAFLO	
CORRESPONDENCE DATA			
Fax Number:	3139610388		
<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:	3139610200		
Email:	msneyd@kerr-russell.com		
Correspondent Name:	Michael A. Sneyd		
Address Line 1:	500 Woodward Ave.		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	35108.2		
NAME OF SUBMITTER:	Michael A. Sneyd		
SIGNATURE:	/M.A. Sneyd/		
DATE SIGNED:	07/10/2015		

OP \$90.00 2977085

Total Attachments: 9

source=Gruber Assignment#page1.tif

source=Gruber Assignment#page2.tif

source=Exhibit 2 22 1#page1.tif

source=Exhibit 2 22 1#page2.tif

source=Exhibit 2 22 1#page3.tif

source=Exhibit 2 22 1#page4.tif

source=Exhibit 2 22 1#page5.tif

source=Exhibit 2 22 1#page6.tif

source=Exhibit 2 22 1#page7.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made, executed, and delivered as of October ~~28~~ 2014 by **GRUBER SYSTEMS, INC.**, a California corporation ("Assignor"), maintaining an office at 29083 The Old Road, Valencia, CA 91355, to and for the benefit of **MARSHALL-GRUBER COMPANY, LLC**, a Michigan limited liability company ("Assignee"), maintaining an office at 26766 W. 12 Mile Road, Suite 201, Southfield, MI 48034. Assignor and Assignee are referred to collectively herein as the "Parties."

RECITALS

A. Assignor, as Seller, and Assignee, as Buyer, are parties to an Asset Purchase Agreement dated October ~~22~~, 2014 (the "Purchase Agreement"), pursuant to which, subject to the terms and conditions set forth therein, Assignee will purchase certain of the assets and assume certain of the liabilities of Assignor, including all of Seller's right, title and interest in and to all Intellectual Property (as hereinafter defined) that is owned by Assignor and used or useable in Assignor's Consumables Segment (the "Transaction"); and

B. Simultaneously with the closing of the Transaction, the Parties mutually desire that Assignor assign all of its right, title and interest in and to any and all Intellectual Property that is owned by Assignor and used or useable in Assignor's Consumables Segment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Assignment**. Assignor hereby sells and assigns to Assignee, any and all Intellectual Property owned or used by Assignor and which is or has been used in Assignor's Consumables Segment. For purposes of this Assignment, the Intellectual Property means any and all (i) names and marks, including product names and marks, brands and slogans, registered and unregistered trademarks, trade names, trade dress and service marks and related applications; (ii) patents, patent applications, provisional patent applications and inventions conceived or reduced to practice prior to the date of this assignment, including continuations, divisions, reissues, reexaminations and extensions; (iii) copyrighted works, whether registered or unregistered, including any mask works and any derivatives of such works (iv) licenses, options to license and other contractual rights to use Intellectual Property owned by others; (v) all computer and electronic data processing programs and software programs and related documentation, specifications and flow-charts, existing research projects, computer software under development, and all software owned and all proprietary information, processes, formulae and algorithms, used in the marketing, development, maintenance, support and delivery of such software and (vi) all trade secrets, know-how and confidential information related in any manner to the items more specifically described in (i) – (v) used or useable in the Consumables Segment. Intellectual Property includes all United States and worldwide intellectual property and other proprietary rights embodied in the Intellectual Property together with the physical items in which the Intellectual Property is embodied. This Assignment specifically includes, but is not limited

to, the assignment of the patents, patent applications, trademarks and trademark applications identified on Exhibit 2.22.1 to the Purchase Agreement.

2. Covenant Not To Contest Ownership. Assignor shall not directly or indirectly take any action or position, nor assist others in taking an action or position, that contests or challenges Assignee's full, complete and exclusive ownership of all rights in the Intellectual Property assigned to Assignee.

3. Future Assistance. Assignor shall make any and all future assignments of the Intellectual Property to Assignee as are necessary, or that are requested by Assignee, to fully and completely convey to Assignee all right, title and interest in and to the Intellectual Property. Assignor shall execute any document or agreement, and shall procure the execution of any document or agreement from its owners, officers, directors, employee or agents, as are necessary to fully evidence and record the assignment to Assignee and/or as necessary for Assignee, or its subsequent assignees, to register or prosecute its rights before the United States Patent and Trademark Office and/or any equivalent federal, state or foreign registrar of intellectual property rights and registrations

4. Relation to Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement with respect to the subject matter of this Assignment, shall remain in full force and effect to the full extent provided therein. Nothing set forth in this Assignment shall be construed to limit or otherwise alter any provision set forth in the Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement. In the event of any conflict or any inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.

5. General. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to conflict of laws principles. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Facsimile and PDF signatures shall have the same legal effect as original signatures.

The Assignor has executed this Assignment of Intellectual Property as of the day and year first above written.

"ASSIGNOR"

Gruber Systems, Inc.,
a California corporation

By: 

John Hoskinson

Its: CEO

EXHIBIT 2.22.1
List of Seller's Intellectual Property Assets

See attached.

GRUBER SYSTEMS PATENT LIST

Run Date: 6-25-14

Patent No.	Description	Issued	Expired	Note
D313,329	Ornamental Toilet Paper Roll Holder Design	1-1-1991	1-1-2005	
D319,748	Ornamental Shampoo Bottle Design	9-10-1991	9-10-2005	
D319,871	Ornamental Lavatory Design (Opal drop in bowl)	9-10-1991	9-10-2005	
D320,261	Ornamental Crystal Tub Design	9-24-1991	9-24-2005	
D320,262	Ornamental Lavatory Design (pearl drop in bowl)	9-24-1991	9-24-2005	Licensed: 3/1994 GS/Leucadia
D320,264	Ornamental Lavatory Design	9-24-1991	9-24-2005	
D322,733	Ornamental Soap Dish Design	12-31-1991	12-31-2005	
D325,242	Ornamental Bathtub Design	4-7-1992	4-7-2006	
D325,243	Ornamental Bathtub Design (Self Rim)	4-7-1992	4-7-2006	
D325,244	Ornamental Bathtub Design	4-7-1992	4-7-2006	
D325,245	Ornamental Bathtub Design	4-7-1992	4-7-2006	
D325,429	Ornamental Bathtub Design (Corner flower)	4-14-1992	4-14-2006	
D325,623	Ornamental Combo Bathtub and Shower Unit design	4-21-1992	4-21-2004	
D325,624	Ornamental Bathtub Design	4-21-1992	4-21-2004	

D387,138	Ornamental Lavatory Design	12-2-1997	12-2-2011	
D394,496	Ornamental Lavatory Design	5-19-1998	5-19-2012	
D407,149	Ornamental Vanity Design	3-23-1999	3-23-2013	
D404,474	Ornamental Lavatory Design	1-19-1999	1-19-2013	
D411,288	Ornamental Sink Bowl Design (installed flush in an opening in vanity)	6-22-1999	6-22-2013	

UTILITY PATENTS

Patent No.	Description	Issue Date	Expire Date	Live
4,972,531	Jet Nozzle Assembly For Bath Tubs	11-27-1990	11-27-2007 (For. Patent 1987)	

ABANDONED DESIGN AND UTLILITY APPLICATIONS & PATENTS

App/Pat. No.	Description	Filing/Issue Date	Abandoned	Note
D-9173260 (App)	Drop in bowl for vanity	10/14/1998 (filing)	10/28/1999	Final Office Action Issued
5050252 (Utility Pat.)	Universal Adjustable Grab Bar Assembly	9-24-1991 (issue)	1-20-2003	Client Decide Not Pay Maintenance Fee
10/029,481 (Utility App)	Apparatus and Method For Forming a Molded Trim	12-20-2001	5-21-2004	Client Letter
10/293,184	Apparatus and Method for Deaerating and Degassing Mixtures	11-12-2002 (Filed)	9-24-2004	Client Letter

GRUBER SYSTEMS TRADEMRK STATUS LIST

Run Date: 6-25-2014

Mark	Country	Ser/Reg No.	Class/G&S	Status
ACCENTA	US	S-77283482	Class 7- Molds for sinks	Abandoned 9/2008
DURAFLO	US	R-1511523	CLASS 7 – For pumps for use with swimming pools, jetted bathtubs and spas,	Renew by 11/8/2018 (Period opens 11/8/2017)
GRANATEX	US	R-1739837	CLASS 017 filler material made of polymers and inorganic fillers that is mixed with resins and cast to form a final product used in making counters for kitchens, bathroom fixtures, furniture and architectural products	Abandoned 12/17/12
GRANATEX	CN	R 1540682	Class 019-Building materials not of metal	Renew by 3/18/2021
GRUBER	CA	S- 1166102	Class 011	Abandoned 5/2005 due to O.A.
GRUBER	CN	R 3399477	Class 007 Automated casting equipment; batching equipment; blenders; vacuum mixers; conveying machines; sanding machines; fiberglass master tooling; fiberglass molds; whirlpool pumps; styrene, petr, and PVC plastic vacuum formed female molds; automated grinding equipment	Abandoned 4-14-14
GRUBER	CN	R 3399478	Class 011 Overflow components for bathroom bowls, heaters	Renew by 12/27/2016
GRUBER	CN	R 3549856	Class 011 Whirlpools, etc.	Renew by 1/18/2018
GRUBER	CN	R 3399479	Class 017- granite type filler material, and sealers	Renew by 8/27/2014
GRUBER	CN	R 1540683	Class 019- construction services	Renew by 3/20/2021
GRUBER	CN	R 3399480	Class 042 Research and Development for others; research on	Abandoned 4-11-14

			scientific projects; research on technical projects	
GRUBER	CTM	R 2934040	Class 1, 7, 9, 11, 12, 19, 42	Abandoned 11/8/2012
GRUBER	IN	R 1160524	Class 6	Abandoned 12/7/2012
GRUBER	IN	R 1160527	Class 7	Abandoned 12/7/2012
GRUBER	IN	R 1160526	Class 9	Abandoned 12/7/2012
GRUBER	IN	R 1160525	Class 11	Abandoned 12/7/2012
GRUBER	MX	S 590779	Class 7	Abandoned due to Office Action
GRUBER	MX	R 786272	Class 11	Abandoned 1/29/2013
GRUBER	MX	R 827949	Class 19-	Abandoned 1/29/2013
GRUBER	MX	R-786273	Class 22	Abandoned 1/29/2013
GRUBER	US	R 2977085	Class 1- adhesives, etc. Class 7 – blenders, vacuum mixers, etc. Class 11 – Sinks, etc Class 42- design manufacturing systems for others.	Renew by 7/26/2015 (period opens 7/26/2014)
GRUBER SYSTEMS	CA	R 671,554	Class 006 Molds and molding Class 40 Molding products to order of others	Renew by 8/29/2021
GRUBER SYSTEMS	US	R 1211247	Class 6 Molds and molding machines for non-metallic products Class 40 Molding products to the order and specs of others	Abandoned 10/5/2012 for non-use
RHINO	US	R 3061503	Class 7 machinery parts, namely fiberglass molds used to produce sinks and sinks with integrally molded tops, bathtubs, shower enclosures, tub enclosures and lavatories, non-metal wallpanels and non-metal, nonstructural building materials, namely windowsills, thresholds, and wainscot, preformed	Renew by 2/27/2016 (period opens 2/27/2015)

			intergrated vanity tops and bowl unit, lavatory countertops, kitchen countertops, nonstructural building materials namely counter tops, vanity tops and furniture parts, namely counter tops, vanities, and bowls,	
SOLID SHAPES	US	R 2585890	Class 11- sinks Class 20- furniture, vanities	Abandoned 7/24/2007 (no sec 8 & 15 filed)
SOLURE	CN	R 3334545	Class 11	Abandoned 8/24/2010 (no longer supporting mark)
SOLURE	CN	R 3334546	Class 19	Abandoned 8/24/2010 (no longer supporting mark)
SOLURE	CN	R 3334547	Class 20	Abandoned 8/24/2010 (no longer supporting mark)
SOLURE	US	R 2489020	Class 11 Sinks and sinks with integrally molded tops, bathtubs, shower enclosures, tub enclosures, and lavatories CLASS 20 preformed integrated vanity top and bowl unit, nonstructural building materials namely, counter tops and vanity tops and furniture parts, namely, counter tops, vanities and bowls lavatory countertops, and kitchen countertops	Abandoned 8/24/2010 (no longer supporting mark)
SOLURE	US	S 76610780	ITU- Class 35- Retail store and services	Abandoned 5/22/2008 (no longer supporting mark)
SOLURE	US	R 3084135	Class 11	Abandoned 2/16/2012 (no longer supporting mark)
VIP	US	R 1264141	Class 11 For whirlpool jet systems comprising jets, pipes and piping, timers and valves	Abandoned
VIP	US	R 3137576	Class 11 For whirlpool jet systems comprising jets, pipes and piping, timers	Abandoned 9/2011 (no sec 8&15 filed)

			and valves	
--	--	--	------------	--

PRE- HACKER LAW GROUP

Mark	Country	Ser/Reg No.	Class/G&S	Status
DURESTON	US	R- 1175031	Class 11, 19	Abandoned 5/1988
EZ ACCESS	US	S-73675863	Class 7 Jet and swimming pool pumps	Abandoned 1989 (Office Action)
ORTEGA	US	R- 1128589	Class 11, 19, 20, 21	Abandoned 2001 (no section 8 filed)
VIP I	US	R 1267030	Class 11	Abandoned 1990 (no section 8 filed)
VIP II	US	R 1259344	Class 11	Abandoned 1990 (no section 8 filed)
(Oval Design)	US	1128590	Class 11, 19, 20, 21	Abandoned 2001 (no section 8 filed)