

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368777

<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>
Polder Housewares, Inc.		01/11/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Polder Products, LLC		
<b>Street Address:</b>	195 Christian Street		
<b>City:</b>	Oxford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06478		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2731352	HOME TOOLS	
<b>Registration Number:</b>	2282834	POLDER	
<b>Registration Number:</b>	3578416	LIFE MEETS STYLE	
<b>Registration Number:</b>	3209653	SAFE SERVE	
<b>Registration Number:</b>	3190103	SPEED-READ	
<b>Registration Number:</b>	4492144	STYLE STATION	
<b>Registration Number:</b>	4314185	STABLE-READ	
<b>Registration Number:</b>	4492143	STYLING STATION	
<b>Registration Number:</b>	4530943	HOT SLEEVE	
<b>Serial Number:</b>	86810686	WTF!	
<b>Serial Number:</b>	86810676	GRIP DRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159791020		
<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>			
<b>Phone:</b>	215.979.1817		
<b>Email:</b>	ccampbell@duanemorris.com		
<b>Correspondent Name:</b>	Christiane S. Campbell		
<b>Address Line 1:</b>	30 South 17th Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		

CH \$290.00 2731352

<b>ATTORNEY DOCKET NUMBER:</b>	G0330-00098 (DKT ONLY)
<b>NAME OF SUBMITTER:</b>	Christiane S. Campbell
<b>SIGNATURE:</b>	/Christiane S. Campbell/
<b>DATE SIGNED:</b>	01/12/2016

**Total Attachments: 11**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is made and entered into as of January 11, 2016, by and among Polder International Inc., a Connecticut stock corporation ("Polder International"), Polder Housewares Inc., a Delaware corporation ("Polder Housewares"), Polder Industries Inc., a Delaware corporation ("Polder Industries" and, together with Polder International and Polder Housewares, collectively the "Assignors", and each, an "Assignor"), and Polder Products, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as in effect from time to time, the "Purchase Agreement"), pursuant to which each Assignor has conveyed, transferred and assigned to Assignee, among other assets, the Assigned Intellectual Property (as defined below); and

WHEREAS, this Agreement is contemplated by Sections 2.4(a)(ii) and 2.4(b)(iv) of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, 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 assigned to such terms in the Purchase Agreement.

**2. Assignment.** Effective as of the Closing Date, each Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all of such Assignor's rights, title and interests in and to any and all Intellectual Property included in the Acquired Assets (including, but not limited to, the trademarks, and patents listed on Exhibit A hereto), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee's own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of the Assignee's successors and assigns (collectively, the "Assigned Intellectual Property").

**3. Terms of the Purchase Agreement.** Each of the Assignors and the Assignee acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded and/or modified 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

**4. Further Actions.**

(a) Each Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Assignee, at Assignee's reasonable request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by any Assignor), to secure the rights assigned hereby and to obtain and/or transfer any patent, copyright, trademark or service mark, and any governmental grants confirming or enhancing said rights. Each Assignor will promptly transfer all files and papers in its possession relating to the Purchased Intellectual Property to Assignee after the execution of this Agreement.

(b) Each Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its commercially reasonable efforts to comply promptly with all other remaining steps necessary to transfer all domain names held by such Assignor or by third parties on its behalf, including, but not limited to the domain names set forth on Exhibit B hereto (the “Domain Names”). Each Assignor represents and warrants that it has not and will not otherwise delete or transfer any of the Domain Names except as provided for herein.

(c) In the event that any Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Sections 4(a) and/or 4(b) above, such Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of such Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by such Assignor.

**5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.

**6. Counterparts.** This Agreement may be executed in two or more counterparts, and by the parties hereto on separate counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement. This Agreement may be transmitted by facsimile machine or by electronic mail or transmission and any party’s signature appearing on a faxed copy of this Agreement or an electronically transmitted copy of this Agreement shall be treated as an original signature for all purposes under applicable law.

**7. Miscellaneous.** No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by (a) the parties hereto, in the case of an amendment, or (b) the party entitled to the benefit of the provision to be so waived, in the case of a waiver. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. Assignee may collaterally assign any of its rights hereunder to any lender or financing source and may assign any of its rights hereunder in connection with a sale by the Assignee or its assigns of all or substantially all of its assets, whether by sale of assets, stock, merger or otherwise.

*[Remainder of page intentionally left blank. Signature page follows.]*

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

**ASSIGNORS:**

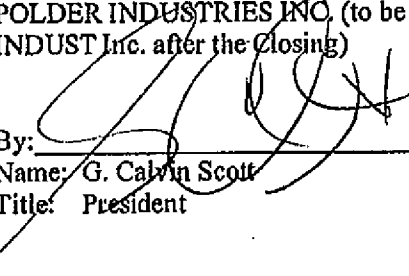
POLDER INTERNATIONAL INC. (to be renamed CS  
INT Inc. after the Closing)

By:   
Name: G. Calvin Scott  
Title: President

POLDER HOUSEWARES INC. (to be renamed CS HW  
Inc. after the Closing)

By:   
Name: G. Calvin Scott  
Title: President

POLDER INDUSTRIES INC. (to be renamed CS  
INDUST Inc. after the Closing)

By:   
Name: G. Calvin Scott  
Title: President

**ASSIGNEE:**

POLDER PRODUCTS, LLC

By: \_\_\_\_\_  
Name: Stephen Parks  
Title: Secretary

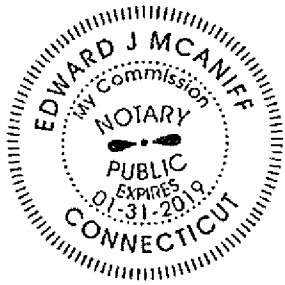
[Signature Page to Assignment of Intellectual Property]

ACKNOWLEDGMENTS

STATE OF CT )  
COUNTY OF New Haven ) SS:

On this 31 day of Dec 2016, personally appeared G. Calvin Scott, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as President of each of Polder International Inc., a Connecticut stock corporation, Polder Housewares Inc., a Delaware corporation, and Polder Industries Inc., a Delaware corporation, is duly authorized to execute said instrument and further acknowledged the same to be his free act and deed as President of each of each of Polder International Inc., a Connecticut stock corporation, Polder Housewares Inc., a Delaware corporation, and Polder Industries, Inc., a Delaware corporation, and the free act and deed of said companies, before me, the undersigned officer.

Edward J McAniff  
Notary Public



[Acknowledgement to Assignment of Intellectual Property Agreement]

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

**ASSIGNORS:**

POLDER INTERNATIONAL INC. (to be renamed CS  
INT Inc. after the Closing)

By: \_\_\_\_\_  
Name: G. Calvin Scott  
Title: President

POLDER HOUSEWARES INC. (to be renamed CS HW  
Inc. after the Closing)

By: \_\_\_\_\_  
Name: G. Calvin Scott  
Title: President

POLDER INDUSTRIES INC. (to be renamed CS  
INDUST Inc. after the Closing)

By: \_\_\_\_\_  
Name: G. Calvin Scott  
Title: President

**ASSIGNEE:**

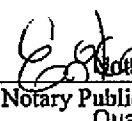
POLDER PRODUCTS, LLC

By:  \_\_\_\_\_  
Name: Stephen Parks  
Title: Secretary

[Signature Page to Assignment of Intellectual Property]

STATE OF New York )  
 ) SS:  
COUNTY OF Westchester )

On this 30 day of December personally appeared Stephen Parks, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as an authorized signatory of Polder Products, LLC, a Delaware limited liability company, is duly authorized to execute said instrument and further acknowledged the same to be his free act and deed as an authorized signatory of Polder Products, LLC, a Delaware limited liability company, and the free act and deed of said company, before me, the undersigned officer.

  
ERIKA W. GUERRERO  
Notary Public, State of New York  
Notary Public No. 01GU6332694  
Qualified in Westchester County  
Commission Expires Nov. 9, 2019



[Acknowledgement to Assignment of Intellectual Property Agreement]



EXHIBIT A

Intellectual Property

Trademarks:

Appln Type	Trademark	Classes	Country	status	Filing Date	Appln. No.	Reg. Date	Reg. No.
ITU Original Application	HOME TOOLS	09, 11, 12, 14, 20, 21, 22	United States	Registered	11/13/2001	76/337,052	7/1/2003	2,731,352
Application with Priority	TOOL POD	21	Canada	Registered	5/30/2003	1,178,848	7/13/2006	TMA667,535
Original Application	Polder (stylized)	09, 20, 21, 27	United States	Registered	3/12/1998	75/449,264	10/5/1999	2,282,834
Original Application	Life Meets Style	06, 09, 20, 21	United States	Registered	1/11/2007	77/081,205	2/24/2009	3,578,416
ITU Original Application	SAFE SERVE	09	United States	Registered	2/8/2005	78/563,013	2/13/2007	3,209,653
ITU Original Application	SPEED READ	09	United States	Registered	4/25/2005	78/615,827	12/26/2006	3,190,103
Application with Priority	WHERE LIFE MEETS STYLE	20, 21, 6, 9	Canada	Registered	7/11/2007	1,355,305	6/21/2010	TMA770366
Application without Priority	POLDER	20	China	Registered	9/24/2009	7721763	9/7/2012	7721763
Application without Priority	POLDER	21	China	Registered	9/24/2009	7721762	8/28/2013	7721762
Application without Priority	POLDER Logo	20	China	Registered	9/24/2009	7721761	1/14/2014	7721761
Application without Priority	POLDER Logo	21	China	Registered	9/24/2009	7721760	6/14/2014	7721760
ITU Original Application	STYLE STATION	20	United States	Registered	10/22/2012	85/759,603	3/4/2014	4,492,144
ITU Original Application	STABLE READ	9	United States	Registered	12/20/2011	85/499,803	4/2/2013	4,314,185

Appln Type	Trademark	Classes	Country	status	Filing Date	Appln. No.	Reg. Date	Reg. No.
ITU Original Application	STYLING STATION	20	United States	Registered	10/22/2012	85/759,597	3/4/2014	4,492,143
Application without Priority	POLDER	21	China	Registered	5/27/2008	6747056	3/28/2010	6747082
Application with Priority	POLDER	21	China	Registered	5/27/2008	6747056	4/7/2010	6747056
Application with Priority	STYLE STATION	21	China	Registered	7/16/2013	12925603	12/28/2014	12925603
ITU Original Application	HOT SLEEVE	21	United States	Registered	7/2/2013	86/001,071	5/13/2014	4,530,943
Application without Priority	POLDER Chinese Characters	21	China	Registered	10/9/2013	13330523	8/28/2015	13330523
ITU Original Application	WTFI	06, 08, 09, 11, 12, 14, 20, 21, 22	United States	Filed	11/5/2015	86/810,686		
ITU Original Application	GRIP DRY	24	United States	Filed	11/5/2015	86/810,676		

Patents:

Case Type	Title	Country	Status	Filing Date	Appln No.	Issued Date	Patent No.
Design	IRON REST	United States	Granted	3/8/2004	29/200,990	3/1/2005	D502,581
Design	IRON REST	Canada	Granted	9/7/2004	108268	10/17/2005	108268
Design	IRON REST	European Community	Granted	9/3/2004	226204-0001	9/3/2004	226204-0001
Utility	Iron Retaining System and Support Device Thereof	United States	Granted	5/11/2009	12/463,766	3/13/2012	8,132,346
Design	Hair Styling Device Holster	United States	Granted	4/29/2011	29/390,854	11/13/2012	D670865
Utility	HAIR STYLING DEVICE HOLSTER	United States	Granted	1/9/2012	13/346,461	4/8/2014	8689999
Design	HAIR STYLING DEVICE HOLSTER	United States	Granted	3/15/2013	29/449,658	6/17/2014	D707397
Design	HAIR STYLING DEVICE HOLSTER	European Community	Granted	9/11/2013	002306712	9/11/2013	002306712-0001
Design	HAIR STYLING DEVICE HOLSTER	Canada	Granted	9/11/2013	152953	6/23/2014	152953
Design	WINE GLASS DRYER	United States	Granted	4/29/2013	29453395	8/12/2014	D711043
Design	Drying rack base	United States	Granted	11/12/2013	29/472,342	5/27/2014	D706009
Design	Drying rack assembly	United States	Granted	11/12/2013	29/472,344	6/3/2014	D706510
Design	Shoe Rack	United States	Granted	11/20/2013	29/473,262	7/22/2014	D709307
Design	SINK STRAINER AND STOPPER	United States	Granted	2/28/2014	29/483,531	4/28/2015	D728078
Design	Thermometer Probe	United States	Granted	2/20/2014	29/482,607	4/14/2015	D726558

Case Type	Title	Country	Status	Filing Date	Appln No.	Issued Date	Patent No.
Design	Sink Strainer and Stopper	Canada	Granted	6/5/2014	157022	2/4/2015	157022
Design	Sink Strainer and Stopper	European Community	Granted	8/14/2014	002519637	8/14/2014	002519637-0001
Design	WINE GLASS DRYER	United States	Filed	1/26/2015	29/515,697		
Patent	DRAIN STRAINER AND STOPPER	PCT Application	Published	2/27/2015	PCT/US15/18075		
Design	DRYING RACK	United States	Filed	3/10/2015	29/520,037		
Design	SINK STRAINER AND STOPPER	United States	Filed	8/28/2015	29/537,843		
Design	Hair Styling Device Holster	United States	Filed	11/10/2015	29/545,097		
Design	Paper Towel Holder	United States	Granted	01/10/2007	29/271,116	11/27/2007	D555,953
Design	Shower Curtain Rod Assembly	United States	Granted	5/17/2006	29/259,941	6/5/2007	D543,839
Design	Shower Curtain Rod Fitting	United States	Granted	2/24/2005	29/224,084	5/8/2007	D542,125
Design	Canister	United States	Granted	03/27/2008	29305802	02/03/2009	D585706
Design	Ironing Board Legs	United States	Granted	07/07/2006	29262639	07/17/2007	D547018
Design	Ironing Board	United States	Granted	07/07/2006	29262636	07/10/2007	D546516
Utility	Drain Strainer and Stopper	United States	Pending	12/18/2015	14/973,877		
Utility	Roller sheet product dispenser	United States	Granted	03/09/2007	11/684,432	09/02/2008	7,419,118

EXHIBIT B

Domain Names

1. polderhousewares.com;
2. polderproducts.com;
3. polderproducts.net;
4. polderhousewares.co.uk;
5. polderonline.co.uk;
6. polderproducts.co.uk;
7. polderstore.co.uk;
8. polderuk.co.uk;
9. polderuk.com;
10. polderstore.com;
11. polderonline.net; and
12. polderstore.net.