

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM373669

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900354193		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iDevices, LLC		02/05/2016	LIMITED LIABILITY COMPANY: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Weber-Stephen Products LLC		
<b>Street Address:</b>	200 E. Daniels Road		
<b>City:</b>	Palatine		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60067		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86694206	IGRILL	
<b>Registration Number:</b>	4053452	IGRILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126747481		
<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>	3127558581		
<b>Email:</b>	blynch@niro-mcandrews.com		
<b>Correspondent Name:</b>	Brian Lynch		
<b>Address Line 1:</b>	200 West Madison Street		
<b>Address Line 2:</b>	Suite 2040		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	WEBER TRADEMARK ASSIGNMEN		
<b>NAME OF SUBMITTER:</b>	Brian Lynch		
<b>SIGNATURE:</b>	/Brian Lynch/		
<b>DATE SIGNED:</b>	02/18/2016		
<b>Total Attachments: 5</b>			
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source=Trademark Assignment (fully executed) (2-5-2016)#page5.tif

**Trademark Assignment**

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the Closing (the "Effective Date") by and between Weber-Stephen Products LLC, a Delaware limited liability company (the "Assignee"), and iDevices, LLC, a Connecticut limited liability company ("Assignor"), and is being entered into pursuant to the Asset Purchase Agreement dated as of February 5, 2016 (the "Agreement"). Capitalized terms used but not defined in this Assignment shall have the meaning set forth in the Agreement.

WHEREAS, in and pursuant to the Agreement, Assignor agreed to, and does, sell, convey, assign, transfer, and deliver to Assignee, in addition to other Purchased IP Assets, all rights, title, and interest in and to the Marks used only on or only in connection with one or more of the Products, including those identified on *Schedule 1* to this Assignment (the "Assigned Marks").

NOW, THEREFORE, in consideration of the payment to Assignor under the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor sells, assigns, conveys, transfers, and sets over to Assignee, and Assignee purchases, acquires, and receives from Assignor, all rights, title and interest in and to the Assigned Marks, all of them to be held and enjoyed by Assignee, its successors, heirs, and assigns on and as of the Effective Date.

2. Assignor and Assignee agree that, as of the Effective Date, Assignee shall solely and exclusively own and hold, and Assignor hereby assigns to Assignee, all rights, title and interest in and to the Assigned Marks and any part, component, aspect, element and right thereof, including, without limitation, the right to, directly or indirectly exercise, exploit, grant rights and license to or under, assign, transfer, convey, commercialize, improve, protect, enforce, or otherwise enjoy any and all rights and benefits encompassed by or resulting from any and all of the Assigned Marks, all in Assignee's sole discretion, including, but not limited to, the exploitation, licensing out, assignment, transfer, conveyance, commercialization, enjoyment, and exercise of any economic and non-economic rights, and the development and ownership of any derivative works and technology in any way covered by, embodying, using, utilizing or based on the Assigned Marks and/or any part, component, aspect, element and right thereof. Assignor does not and shall not retain, whether expressly, by implication, estoppel or otherwise, any right, title, or interest in and to any or all of the Assigned Marks, or any part, component, aspect, element or right therein or thereof. For the avoidance of doubt, Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to (i) initiate and/or continue any action, suit, litigation, arbitration or other proceeding of any kind, and seek, enforce, and benefit from any right, remedy and/or award, in connection with the Assigned Marks, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on, or after the Effective Date, and (ii) file, continue, discontinue, prosecute, or abandon any application for registration of any Assigned Mark, and (iii) obtain, maintain, abandon, cancel, or let expire any registration of any Assigned Mark. Assignor does not and shall not have any obligation to account for, report, share, pay, or otherwise provide or deliver, and Assignor is not and shall not be entitled to any or all of, any revenue, payment, royalty, award, or other benefit that Assignee receives or is entitled to for or in connection with any Assigned Mark, other than the consideration for the assignment thereof expressly stated in the Agreement.

3. If and to the extent requested by Assignee, Assignor shall take commercially reasonable steps to cause, with reimbursement of Assignor's reasonable and necessary actual expense therefor, and hereby authorizes, the United States Patent and Trademark Office, and any other trademark office and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Assignee as the sole and exclusive owner of any application and/or registration covering the Assigned Marks, and to issue any registration, certificate, document or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application and/or registration in the name and for the benefit of Assignee only.

3. If and to the extent that, under or as a matter of any law in any jurisdiction, ownership, title, or any rights or interest in or to any Assigned Mark cannot be assigned, transferred, and conveyed as provided in this Assignment, Assignor agrees: (i) to make any additional assignment, conveyance, and transfer in or to any Assigned Mark to the fullest extent permissible for Assignee to receive the rights under this Assignment and the Agreement in and to all Assigned Marks, and (ii) to grant, and hereby grants, Assignee an unlimited, exclusive, irrevocable, non-terminable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any Assigned Mark that cannot be assigned as contemplated by this Assignment.

4. Upon Assignee's request, Assignor shall, with reimbursement of Assignor's reasonable and necessary actual expense therefor, provide any reasonable assistance, including, without limitation, providing any information and documents, executing any documents and affidavits, providing any testimony, and/or rendering any other assistance, as is necessary or useful for Assignee to secure and perfect sole and exclusive ownership of, and obtain registrations in the name of solely Assignee or a third party designated by Assignee, for the Assigned Marks and/or any part thereof, and to otherwise fully effect and implement the provisions in this Assignment.

5. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, only to the extent necessary to demand, receive and collect any and all of the Assigned Marks and to give receipts and releases for and in respect of the same, and from time to time to institute and prosecute in Assignor's name, or otherwise for the benefit of Assignee and its successors and assigns, with reimbursement of Assignor's reasonable and necessary actual expense therefor, any and all proceedings at law, in equity or otherwise, which Assignee or its successors or assigns may deem proper for the collection or recovery of any of the Assigned Marks or for the collection and enforcement of any claim or right of any kind only with respect to the Assigned Marks hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign to Assignee and its successors and assigns the Assigned Marks granted to Assignee under the Agreement, all with reimbursement of Assignor's reasonable and necessary actual expense therefor. Assignor declares that the foregoing powers are coupled with an interest and are and will be irrevocable by Assignor or by its dissolution or in any manner or for any reason whatsoever. Nothing in this paragraph will be deemed a waiver of any remedies otherwise available.

6. Should any section, or portion thereof, of this Assignment be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of Assignor and Assignee as set forth herein as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected. This Assignment shall be binding upon Assignor and all of Assignor's successors and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

7. This Assignment shall not be deemed to limit, alter, impair, defeat, enhance or enlarge any right, obligation, claim or remedy created by the Agreement or the License Agreement or the Earn-Out and Development Agreement between the Parties.

[Signature page follows]

Assignor and Assignee have executed this Assignment, each through its authorized representative, to be effective as of the Effective Date.

Assignor:

iDevices, LLC



Name: Christopher Allen

Title: Chief Executive Officer

Date: February 5, 2016

Assignee:

Weber-Stephen Products LLC

Name: Phillip J. Zadelk

Title: General Counsel and Secretary

Date: \_\_\_\_\_

*[Signature Page -- Trademark Assignment]*

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iDevices, LLC

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Name: Christopher Allen

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Date: \_\_\_\_\_

**Assignee:**

Weber-Stephen Products LLC

  
\_\_\_\_\_  
Name: Philip J. Zadeik

Title: General Counsel and Secretary

Date: February 5, 2016

*[Signature Page -- Trademark Assignment]*

## Schedule 1

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Owner
IGRILL	HK	303323745	3/10/2015	-	-	iDevices, LLC
IGRILL	US	77/754,154	6/8/2009	4,053,452	11/8/2011	iDevices, LLC
IGRILL	US	86/694,206	7/15/2015	-	-	iDevices, LLC
IGRILL	WO	A0048544	2/23/2015	1258162	2/23/2015	iDevices, LLC
	<u>Designating:</u> <ul style="list-style-type: none"> <li>• Australia</li> <li>• China</li> <li>• Europe</li> <li>• Japan</li> <li>• New Zealand</li> <li>• Norway</li> <li>• Switzerland</li> </ul>					

Mark
UNLOCK YOUR INNER PITMASTER
GRILL WITH PRECISION
IGRILL MINI
IGRILL 2
 IGRILL flame logo
THE ESSENTIAL INGREDIENT
UNLOCK YOUR INNER CANDY MAKER
MEET YOUR SOUS-CHEF
SERVE UP PERFECTION, EVERYDAY
COOK WITH CONFIDENCE