

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Brands LLC		07/27/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nakoma Products, LLC		
Street Address:	1300 North Street		
City:	Coal City		
State/Country:	ILLINOIS		
Postal Code:	60416		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4833525	DYEMORE	
Registration Number:	2612465	RIT	
Registration Number:	0365792	RIT	
Registration Number:	4977128	RIT	
Registration Number:	4633484	THE RIT STUDIO	
Registration Number:	4625881	THE RIT STUDIO	
Registration Number:	1644203	WHITE-WASH	
Registration Number:	1647831	FAST FADE	
Registration Number:	2961722	SUN GUARD	
CORRESPONDENCE DATA			
Fax Number:	3174644101		
<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:	(317) 464-4100		
Email:	elamb@salawus.com		
Correspondent Name:	Eric Lamb		
Address Line 1:	201 North Illinois Street		
Address Line 2:	Suite 1400		
Address Line 4:	Indianapolis, INDIANA 46204		

CH \$240.00 4833525

NAME OF SUBMITTER:	Eric Lamb
SIGNATURE:	/Eric Lamb/
DATE SIGNED:	08/01/2016
Total Attachments: 12 source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page1.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page2.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page3.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page4.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page5.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page6.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page7.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page8.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page9.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page10.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page11.tif source=Phoenix - Trademark Assignment Agreement - Rit (Nakoma) - Fully Executed#page12.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of August 1, 2016 (this “*Assignment*”), is made and entered into by and between Phoenix Brands LLC, a Delaware limited liability company, located at One Landmark Square, Stamford, CT 06901 (“*Assignor*”) and Nakoma Products, LLC, an Illinois limited liability company, located at 1300 North Street, Coal City, IL 60416 (“*Assignee*”). Assignor and Assignee are sometimes referred to herein as a “*Party*” and collectively as the “*Parties*.” Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined herein).

WHEREAS, Assignor is the business of manufacturing and marketing consumer dye products in the United States and internationally under the Rit brand (the “*Business*”), including through the use of the trademarks and trademark applications set forth in Exhibit A hereto (the “*Marks*”); and

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated as of July 7, 2016 pursuant to which Assignor has agreed to assign all of the assets of the Business to Assignee (the “*Purchase Agreement*”);

WHEREAS, Assignor desires to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or

transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) unassignable Marks or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Marks. In the event any such unassignable Marks subsequently become assignable, Assignor shall promptly take all necessary action to assign such Marks to Assignor, upon request thereof by Assignor.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives. Assignee agrees that it shall make all such recordations no later than thirty (30) days after the effective date of this Agreement.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law; Jurisdiction. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York in accordance with the laws applicable to contracts executed in such state (without giving effect to the principles of conflicts of Laws thereof). Without limiting any Party's right to appeal any Order of the Bankruptcy Court, the Parties agree that the Bankruptcy Court shall retain sole jurisdiction over any legal action or proceeding with respect to this Assignment and Seller. Each of the Parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Assignment or the transactions contemplated hereby; provided, however, that if the Bankruptcy Case has been fully and finally dismissed and/or the Bankruptcy Court declines jurisdiction, the Parties agree to and hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for Southern District of New York. If that court declines jurisdiction, the Parties agree to and hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the state courts located in New York. In addition, the Parties irrevocably consent to service of process by delivering a copy of the process to such Person to the address provided pursuant to Section 11.10

of the Purchase Agreement by federal express or other overnight courier for overnight delivery or by certified mail, postage prepaid.

9. Severability. If any term or provision of this Assignment is found by any Governmental Authority to be illegal, invalid or unenforceable, then the Parties hereby waive such term or provision to the extent that it is found to be illegal, invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such term or provision will, to the extent allowable by law and the preceding sentence, not be voided or canceled but will instead be modified by such Governmental Authority so that it becomes enforceable and, as modified, will be enforced as any other term or provision hereof. All other terms and provisions hereof will remain in full force and effect and are to be construed in accordance with the modified term or provision as if such illegal, invalid or unenforceable term or provision had not been contained in this Assignment.

10. Entire Agreement. This Assignment, the Purchase Agreement and the Ancillary Agreements contain the entire understanding between the Parties with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Assignment as fully as though completely set forth herein.

11. Exhibits. All exhibits referenced herein are incorporated herein and expressly made a part of this Assignment as though completely set forth herein. All references to this Assignment herein or in any of the exhibits shall be deemed to refer to this entire Assignment, including all exhibits.

12. Amendments; Waiver. This Assignment may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance. Any waiver by either Party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Assignment, in any one or more instances, shall not be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation, or warranty of this Assignment.

13. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

14. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. This Assignment and any signed agreement entered into in connection herewith or contemplated

hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile or .pdf (or equivalent electronic transmission), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

PHOENIX BRANDS LLC

By:

William Littlefield

Name: William Littlefield

Title: President

STATE OF *Connecticut*)

COUNTY OF *Fairfield*) ss:

On this the *27th* day of *July* 2016, before me personally appeared William Littlefield, the President of Phoenix Brands LLC, signer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company.

James P. Corcoran
Notary Public
Date Commission Expires:



[SEAL]

State Of Connecticut
James P. Corcoran - Notary Public
Commission No. 158209
My Commission Expires 03/31/2021

ASSIGNEE:

NAKOMA PRODUCTS, LLC

By:

Name: Walter Bransen

Title: Manager

STATE OF)

COUNTY OF) ss:

On this the ____ day of _____ 2016, before me personally appeared Walter Bransen, the Manager of Nakoma Products, LLC, signer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company.

Notary Public

Date Commission Expires:

[SEAL]

[Signature Page to Trademark Assignment Agreement -- Rit]

EXHIBIT A
UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>SN/RN</u>	<u>Goods</u>	<u>Current Owner of Record</u>
Dyemore	US	4,833,525	IC2 - Basic and synthetic dyes for rigid and non-rigid synthetic materials and objects	Phoenix Brands LLC
Rit	US	2,612,465	IC2 - Dye for coloring fabric and clothing	Phoenix Brands LLC
Rit	US	365,792	IC3 - Bleaching compositions for removing colors and stains from various articles, particularly for removing colors and stains from fabrics	Phoenix Brands LLC
Rit	US	4977128	IC2 - Basic dyes for use in arts, crafts, fabric, woodworking, and plastics projects and ideas	Phoenix Brands LLC
The Rit Studio	US	4,633,484	IC41 - Providing a website featuring educational information and articles and user-generated multimedia content relating to the fields of arts, crafts and fabric projects and ideas, but not related to college or postgraduate education IC42 - Computer services, namely, creating an on-line community of users to participate in discussions, obtain feedback from peers, form virtual communities, share multimedia content, and engage in social networking all relating to the fields of arts, crafts and fabric projects and ideas, but not related to college or postgraduate education IC45 - Online social networking services for the purpose of commentary, collaboration, discussion, instructing, entertainment and information sharing in the fields of arts, crafts and dye projects and ideas	Phoenix Brands LLC
The Rit Studio (And Design)	US	4,625,881	IC41 - Providing a website featuring educational information and articles and user-generated multimedia content relating to the fields of arts, crafts and fabric projects and ideas, but not related to college or postgraduate education IC42 - Computer services, namely, creating an on-line community of users to participate in discussions, obtain feedback from peers, form virtual communities, share multimedia content, and engage in social networking all relating to the fields of arts, crafts and fabric projects and ideas, but not related to college or postgraduate education IC45 - Online social networking services for the purpose of commentary, collaboration, discussion, instructing, entertainment and information sharing in the fields of arts, crafts and dye projects and ideas	Phoenix Brands LLC

TRADEMARK

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<u>Mark</u>	<u>Country</u>	<u>SN/RN</u>	<u>Goods</u>	<u>Current Owner of Record</u>
White-Wash	US	1,644,203	IC3 - Stain remover and whitener for non-bleachable clothing	Phoenix Brands LLC
Fast Fade	US	1,647,831	IC3 - Detergent to fade and soften jeans and denim	Phoenix Brands LLC
Sun Guard	US	2,961,722	IC3 - Laundry treatment preparation which contains a sunscreen that washes into clothing; making the clothing impervious to UV rays	Phoenix Brands LLC

TRADEMARK

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INTERNATIONAL TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>SN/RN</u>	<u>Goods</u>	<u>Owner of Record</u>
Rit	Anguilla	4087	IC2 - Dye for coloring fabric and clothing and IC3 - Bleaching compositions for removing colors and stains from various articles, particularly for removing colors and stains from fabrics	Phoenix Brands LLC
Rit	Antigua/Barbuda	6660	IC2 - Dye for coloring fabric and clothing and IC3 - Bleaching compositions for removing colors and stains from various articles, particularly for removing colors and stains from fabrics	Phoenix Brands LLC
Rit	Australia	210745	IC3 - Preparations and substances for laundry use inclusive of starches of all descriptions, bleaches, fabric stiffeners and conditioners, fabric conditioners for napkins, saponaceous preparations; color removers and spot removers for clothing and fabrics; excluding soaps and detergents and other liquid, powdered or granular cleaning preparations; all for the purpose of washing clothes, fabrics and domestic utensils in an aqueous medium	Phoenix Brands LLC
Rit	Australia	210744	IC2 - Coloring matters and dyestuffs of all descriptions including dyestuffs for domestic purposes, paints, varnishes, lacquers, preservatives against rust and against deterioration in wood	Phoenix Brands LLC
Rit	Brunei	37,338	IC2 - Dye for coloring fabric and clothing and IC3 - Bleaching compositions for removing colors and stains from various articles, particularly for removing colors and stains from fabrics	Phoenix Brands LLC
Rit	Canada	TMDA022986	IC3 - Dye soaps; colours for foods, beverages and ice cubes; dye combined with wetting agent; bleaching compositions for removing colours and stains from fabrics	Phoenix Brands LLC
Rit	Chile	837204 Old Reg. No. 518181	IC2 - Dyeing preparations, specially inks combines with soap	Phoenix Brands LLC
Rit	China	164034	IC2 - Dyes	Phoenix Brands LLC
Rit	Democratic Republic of Congo	11515/2006	IC2 - Dye for coloring fabric and clothing and IC3 - Bleaching compositions for removing colors and stains from various articles, particularly for removing colors and stains from fabrics	Phoenix Brands LLC

<u>Mark</u>	<u>Country</u>	<u>SN/RN</u>	<u>Goods</u>	<u>Owner of Record</u>
Rit	Dominica	75/2006	IC2 - Dye for coloring fabric and clothing and IC3 - Bleaching compositions for removing colors and stains from various articles, particularly for removing colors and stains from fabrics	Phoenix Brands LLC
Rit	El Salvador	00158	IC2 - Dye for coloring fabric and clothing	Phoenix Brands LLC
Rit	El Salvador	00157	IC3 - Softener and laundry starch	Phoenix Brands LLC
Rit	Fiji	964/2005	IC1 - Dye for coloring fabric and clothing	Phoenix Brands LLC
Rit	Fiji	963/2005	Local Class 47 - Bleaching compositions for removing colors and stains from various articles, particularly for removing colors and stains from fabrics	Phoenix Brands LLC
Rit	Guatemala	144,152	IC2 - Dye for coloring fabric and clothing	Phoenix Brands LLC
Rit	Guatemala	144,159	Local Class 47 - Bleaching compositions for removing colors and stains from various articles, particularly for removing colors and stains from fabrics	Phoenix Brands LLC
Rit	Honduras	101,689	IC2 - Dye for coloring fabric and clothing	Phoenix Brands LLC
Rit	Israel	183952	IC2 - Dye for coloring fabric and clothing	Phoenix Brands LLC

<u>Mark</u>	<u>Country</u>	<u>SN/RN</u>	<u>Goods</u>	<u>Owner of Record</u>
Rit	Israel	183953	IC3 - Bleaching compositions for removing colors and stains from various articles, particularly for removing colors and stains from fabrics	Phoenix Brands LLC
Rit	Jamaica	7132	IC1 - Dye and color removers	Phoenix Brands LLC
Rit	Japan	3285669	IC2 - Coloring matters and dyestuffs including dyestuffs for domestic purposes, paints, varnishes, lacquers, preservatives against rust and against deterioration in wood	Phoenix Brands LLC
Rit	New Zealand	84441	IC5 - Disinfectants, deodorizers, sanitary substances, preparations for killing weeds and destroying vermin, insecticides, veterinary preparations and substances	Phoenix Brands LLC
Rit	New Zealand	84440	IC3 - Preparations and substances for laundry use inclusive of starches, bleaches, fabric stiffeners and conditioners, and fabric conditioners for napkins and clothing, cleaning preparations, saponaceous preparations, color removers and spot removers for clothing and fabrics, polishing preparations, scouring and abrasive preparations and hair lotions, perfumery, cosmetic preparations specifically excluding soaps and detergents and other liquid, powdered or granular cleaning preparations, all for the purpose of washing clothes, fabrics and domestic utensils in an aqueous medium	Phoenix Brands LLC
Rit	New Zealand	84439	IC2 - Coloring matters and dyestuffs including dyestuffs for domestic purposes, paints, varnishes, lacquers, preservatives against rust and against deterioration in wood	Phoenix Brands LLC

<u>Mark</u>	<u>Country</u>	<u>SN/RN</u>	<u>Goods</u>	<u>Owner of Record</u>
Rit Papua New Guinea		2693	IC2 - Colouring matters and dyestuffs of all descriptions including dyestuffs for domestic purposes, paints, varnishes, lacquers, preservatives against rust and against deterioration in the wood	Phoenix Brands LLC
Rit	South Africa	1937/01587/1	IC2 - Preparations for dyeing textile fabrics, particularly dyes mixed with detergent and or wetting agents	Phoenix Brands LLC
Rit	South Africa	68/03651	IC3 - All of the goods included in this class	Phoenix Brands LLC
Rit	South Africa	2005/05204	IC3 - Preparations for removing color and/or stains from textile fabrics	Phoenix Brands LLC
Rit	United Kingdom	384457	IC2 - Mineral aniline dyes	Phoenix Brands LLC
Rit	Venezuela	13776	IC3 - Components to remove dyes	Phoenix Brands LLC
Rit (in Karakana)	Japan	4078172	IC2 - Dyestuffs	Phoenix Brands LLC

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