

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Focus Products Group International LLC		09/13/2016	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Francis I Acquisition Corp.		
Street Address:	1000 Stewart Avenue		
City:	Garden City		
State/Country:	NEW YORK		
Postal Code:	11530		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4639758	THE BAKING EXPERTS	
Registration Number:	4606620	ARMOR-GLIDE	
Registration Number:	4052872	FILL N' GRILL	
Registration Number:	3555041	SLICE SOLUTIONS	
Registration Number:	3126623	SWING-A-WAY	
Registration Number:	3236009		
Registration Number:	3011216	RUB-A-WAY	
Registration Number:	2953674	HOUSEWORKS	
Registration Number:	2953147	ADVANCED PERFORMANCE	
Registration Number:	2807174	HOUSEWORKS	
Registration Number:	2656368	PEEL-AWAY	
Registration Number:	2448401	OJEX	
Registration Number:	2334481		
Registration Number:	2745904		
Registration Number:	2465948	ORANGEX	
Registration Number:	2130599	SITLAX	
Registration Number:	1899459	PROFESSIONAL PERFORMANCE	
Registration Number:	1422895	HOUSEWORKS	

OP \$465.00 4639758

CORRESPONDENCE DATA**Fax Number:** 6318440081*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.***Phone:** 6318440080**Email:** john@tb-iplaw.com**Correspondent Name:** John G. Tutunjian**Address Line 1:** 401 Broadhollow Road**Address Line 2:** Suite 402**Address Line 4:** Melville, NEW YORK 11747

NAME OF SUBMITTER:	John G. Tutunjian
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SIGNATURE:	/j. tutunjian/
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DATE SIGNED:	09/20/2016
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Total Attachments: 12

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WORLDWIDE OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

This Worldwide Omnibus Assignment of Intellectual Property (this "Assignment") is effective as of September 16, 2016 (the "Effective Date") and is by and between **Focus Products Group International, LLC**, a limited liability company organized under the laws of the State of Illinois, having its principal place of business located at 300 Knightsbridge Parkway, Suite 500, Lincolnshire, IL 60069 ("Assignor") and **Francis I Acquisition Corp.**, a corporation organized under the laws of the State of Delaware, having its principal place of business located at 1000 Stewart Avenue, Garden City, New York 11530 ("Assignee").

WHEREAS, Assignor is the owner of the trademark applications and registrations identified on Schedule A attached hereto and made a part hereof, and all common law rights, if any, arising out of the use of those marks (collectively, the "Trademarks"); the domain names identified on Schedule B attached hereto and made a part hereof (collectively, the "Domain Names"); and the issued patents and pending patent applications identified on Schedule C attached hereto and made a part hereof (collectively, the "Patents").

WHEREAS, Assignee wishes to acquire all of Assignor's ownership, rights, title and interest in and to the intellectual property identified on Schedule A, Schedule B and Schedule C attached hereto and the goodwill associated therewith, all as more specifically set forth herein.

WHEREAS, Assignor wishes to transfer and assign to Assignee all of Assignor's ownership, rights, title and interest in and to the Trademarks, Domain Names, Patents and the goodwill associated therewith, free and clear of all liens, claims and encumbrances, pursuant to the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, as set forth in that certain Asset Purchase Agreement by and between Assignor and Assignee, entered into simultaneously herewith (the "Asset Purchase Agreement"), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, free and clear of all liens, claims and encumbrances, the entire ownership, right, title and interest of Assignor, throughout the world, in and to all of the Trademarks, Domain Names and Patents, together with the goodwill of Assignor's business associated therewith, appurtenant thereto, and symbolized thereby, along with all renewals, reissuances and extensions of rights thereof; together with, in each instance, all income, royalties, damages and payments now or hereafter due or payable with respect to any Trademarks, Domain Names and/or Patents, and all causes of action (whether at law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of any Trademarks, Domain Names and/or Patents or any other causes of action related thereto.

2. Following the execution of this Assignment, and at Assignee's reasonable request, Assignor shall take all reasonable steps necessary to effect the transfer of the Trademarks, Domain Names and Patents to Assignee.

3. At Assignee's reasonable request, Assignor shall timely execute and deliver to Assignee any additional consents and further assignment documents that may be required to give

full effect to this Assignment. Until such time as all of the assignments of Assignor's intellectual property in all jurisdictions set forth in the annexed Schedules are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed to be the owner of the Trademarks, Domain Names and Patents. If it shall be necessary to record this Assignment, or other confirmatory documentation during the Interim Period, or in the event that any of Assignor's intellectual property shall become due for any maintenance filings, renewals or other recordations during the Interim Period, Assignor shall likewise reasonably cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to maintain and enforce all registrations and other filings worldwide. All recordations and filings of this Assignment and any other assignments hereunder shall be made at Assignee's expense.

4. Assignor shall provide Assignee with the identification code, password and relevant account information for each Domain Name registration with each applicable registrar, and do, or cause to be done, any and all acts necessary to effectuate the transfer of the Domain Names to Assignee. Assignor, as of the Effective Date, agrees to immediately cease using the Domain Names and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

5. Assignor hereby covenants that no other transfer, assignment, sale, agreement, or encumbrance has been or will be made or entered into by it, or by its parents, subsidiaries, affiliates, successors, officers, directors, assigns or legal representatives, which conflicts or is inconsistent with this Assignment or the Asset Purchase Agreement.


6. This Assignment, together with the Asset Purchase Agreement (and all exhibits thereto) entered into between the parties simultaneously herewith, embodies the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, obligations, agreements, or drafts of agreement, whether written or oral, with respect to the matters set forth herein, and there are no agreements, obligations, representations or warranties respecting said subject matter which are not set forth in the Asset Purchase Agreement and/or this Assignment.

7. This Assignment may be executed in any number of exchanged counterparts, whether by facsimile, PDF file or otherwise, each of which will be deemed an original and all of which together will constitute one and the same enforceable instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

FOCUS PRODUCTS GROUP INTERNATIONAL, LLC

By: 
Name: Mayank Singh
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

FRANCIS I ACQUISITION CORP.

By: _____
Name:
Title:

[Signature Page to Worldwide Omnibus Assignment of Intellectual Property]

TRADEMARK
REEL: 005880 FRAME: 0831

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

FOCUS PRODUCTS GROUP INTERNATIONAL, LLC

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

FRANCIS I ACQUISITION CORP

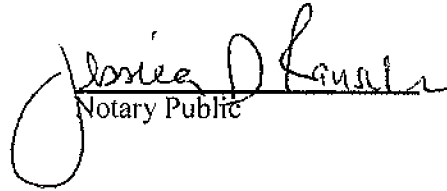
By: _____
Name: Jeffrey Singh
Title: Chief Executive Officer

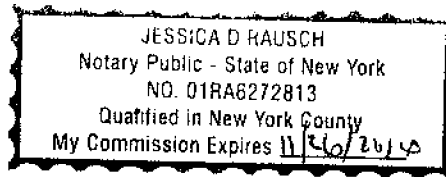
[Signature Page to Worldwide Omnibus Assignment of Intellectual Property]

STATE OF New York)
) ss.:
COUNTY OF New York)

ACKNOWLEDGMENT

On this 13th day of September, 2016, before me came Mayank Singh, who stated that he is the Secretary of Focus Products Group International, LLC and acknowledged that he executed the above instrument as the act and deed of Focus Products Group International, LLC with full authority to do so.


Notary Public



STATE OF New York)
COUNTY OF Suffolk) ss.:

ACKNOWLEDGMENT

On this ___ day of _____, 2016, before me came Jeffrey Soy who stated that he/~~she~~ is the CEO of Francis I Acquisition and acknowledged that he/~~she~~ executed the above instrument as the act and deed of Francis I Acquisition with full authority to do so.
CORP.

DIANE WEILL
Notary Public, State of New York
No. 01WE4851869
Qualified in Suffolk County
Commission Expires Feb. 8, 2018

Diane Weill
Notary Public

[Acknowledgment of Worldwide Omnibus Assignment of Intellectual Property]

SCHEDULE A

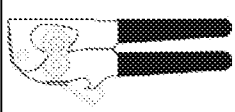
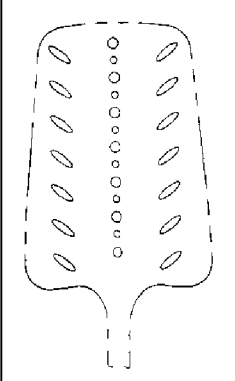
Trademarks


1. SWING-A-WAY – China Registration no. 6584322, filed on 3/7/2008 and granted on 4/28/2010. It covers “Non-electric can openers; non-electric jar openers; non-electric fruit and vegetable peelers” in class 8. The registration is in the name of Swing-A-Way Products, LLC.¹
2. HOUSEWORKS – China Registration no. 6584314, filed on 3/7/2008 and granted on 3/28/2010. It covers “Household utensils; kitchen and cookware utensils; bathroom utensils; brushes; bakeware; non-electric cookware; non-electric juicers” in class 21. The registration is in the name of Amco Houseworks, LLC.²

Mark	Source	Status	Class	Owner Name	Registration Number	Registration Date
THE BAKING EXPERTS	USPTO	Registered	8 9 11 21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 4639758	Reg 18-NOV-2014
ARMOR-GLIDE	USPTO	Registered	21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 4606620	Reg 16-SEP-2014
FILL N' GRILL	USPTO	Registered	21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 4052872	Reg 08-NOV-2011
SLICE SOLUTIONS	USPTO	Registered	21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 3555041	Reg 30-DEC-2008
SWING-A-WAY	USPTO	Registered	8 21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 3126623	Reg 08-AUG-2006

¹ Note: A predecessor entity filed these marks in China but the assignment to Seller to update the chain of title in China was never filed by the predecessor entity or Seller.

² Note: A predecessor entity filed these marks in China but the assignment to Seller to update the chain of title in China was never filed by the predecessor entity or Seller.

	USPTO	Registered Section 2(F)	8	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 3236009	Reg 01-MAY-2007
RUB-A-WAY	USPTO	Renewed (Registered)	6	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 3011216	Reg 01-NOV-2005
HOUSEWORKS	USPTO	Renewed (Registered)	21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 2953674	Reg 17-MAY-2005
ADVANCED PERFORMANCE	USPTO	Renewed (Registered) CANCELE D SECTION 8 IN INT. CL. 21. ONLY O.G. 7-26-2011	8 9 21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 2953147	Reg 17-MAY-2005
HOUSEWORKS	USPTO	Renewed (Registered) CANCELE D SECTION 8 IN INT. CL. 6. ONLY O.G. 3-2- 2010	6 8 9 21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 2807174	Reg 20-JAN-2004
PEEL-AWAY	USPTO	Renewed (Registered)	8	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 2656368	Reg 03-DEC-2002
OJEX	USPTO	Renewed (Registered)	21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 2448401	Reg 01-MAY-2001
	USPTO	Renewed (Registered) Section 2(F)	21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 2334481	Reg 28-MAR-2000

	USPTO	Registered	21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 2745904	Reg 05-Aug-2003
ORANGEX	USPTO	Renewed (Registered)	21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 2465948	Reg 03-JUL-2001
SITLAX	USPTO	Renewed (Registered)	21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 2130599	Reg 20-JAN-1998
PROFESSIONAL PERFORMANCE	USPTO	Renewed (Registered)	8 9 21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 1899459	Reg 13-JUN-1995
HOUSEWORKS	USPTO	Renewed (Registered)	21	FOCUS PRODUCTS GROUP INTERNATIONAL, LLC	Reg 1422895	Reg 30-DEC-1986

Unregistered Common Law Trademarks

1. Olympus
2. Jupiter

SCHEDULE B

Domain Names

focuskitchengroup.com	Kitchen	9/3/2018
focuskitchengroup.net	Kitchen	9/3/2018
swing-a-way.com	Kitchen	11/13/2017
amcohouseworks.com	Kitchen	8/7/2019
amcohouseworks.net	Kitchen	8/7/2019
chefables.net	Kitchen	1/2/2017
chefableskitchenwares.com	Kitchen	1/2/2017
chicagometallicbakeware.com	Kitchen	10/3/2018
chicagometallicbakeware.net	Kitchen	10/3/2018

SCHEDULE C

Patents

Utility Patents

Title	Filed Date	App No.	Grant Date	Patent No.
Juicer	1/8/1999	09/227378	12/5/2000	6155164
Comestible Product Press	5/7/2007	11/745265	7/8/2008	7395753
Food Press	2/25/2005	11/067236	11/20/2007	7296762 B2
Avocado Pitter/ Slicer	10/20/2005	11/254956	9/9/2008	7421786 B2
Apparatus for Coring and Wedging Food Items	3/28/2008	12/057487	11/1/2011	8046921 B2
Food Product Carrier Set	5/31/2012	13/485487	10/1/2013	8545914 B1
Kitchen Utensil with Compound Hinge	3/13/2014	14/209457	5/3/2016	9326631 B2
Baking Tray	8/29/2011	13/219912	12/4/2012	RE43839 E

Design Patents

Title	Filed Date	App No.	Grant Date	Patent No.
See-through Cooking Oil Can	4/12/2001	29/140166	6/11/2002	D458514 S
Egg Slicer	12/18/2001	29/152454	10/29/2002	D464851 S
Spoon Rest	12/18/2001	29/152455	11/26/2002	D465974 S
Spoon Rest	12/18/2001	29/152517	12/3/2002	D466375 S
Hand Operated Citrus Fruit Squeezer	3/4/2002	29/156668	1/21/2003	D468975 S
Muffin Pan	4/10/2002	29/158824	2/4/2003	D469653 S
Cookie Pan	4/10/2002	29/158823	2/4/2003	D469654 S
Roasting Pan	4/10/2002	29/158816	2/11/2003	D470005 S
Round Center Pan	4/10/2002	29/158825	2/11/2003	D470006 S
Brush	2/24/2003	29/176604	10/7/2003	D480215 S
Brush	2/24/2003	29/176560	10/7/2003	D480219 S
Brush	2/24/2003	29/176603	10/21/2003	D480878 S
Cooking Timer	2/24/2003	29/176607	12/16/2003	D483679 S
Measuring Cup	2/24/2003	29/176590	2/17/2004	D486745 S
Measuring Spoon	2/24/2003	29/176565	4/6/2004	D488079 S
Measuring Spoon	2/24/2003	29/176606	7/6/2004	D492605 S
Food Press	2/25/2005	29/224234	5/30/2006	D521814 S
Avocado Pitter/ Slicer	10/20/2005	29/240907	9/19/2006	D528379 S
Spoon Rest	9/2/2005	29/237667	11/28/2006	D532657 S
Food Slicer	5/19/2008	29/318374	12/9/2008	D582220 S
Compartmented Tray	4/23/2009	29/335865	5/25/2010	D616250 S
Patty-Forming Tool	4/20/2011	29/390164	5/29/2012	D660662 S
Baking Stand	6/14/2012	29/424719	9/17/2013	D689731 S
Folding Pan	5/14/2013	29/454753	9/8/2015	D738157 S

Pending Patents

App Title	Patent Ref.	Country	Status	Filed Date	App No.	Grant Date	Patent No.
Food Cutter with Decorative Pattern Press	53008-128001	United States of America	Published	8/12/2014	14/457395		