

900395323 02/16/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM416441

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Set-Rite Products		01/06/2017	Limited Liability Company
RECEIVING PARTY DATA			
Name:	Oatey Co.		
Street Address:	20600 Emerald Parkway		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44135		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3163976	SET-RITE	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-7659		
Email:	mcorcoran@bakerlaw.com		
Correspondent Name:	Melanie S. Corcoran, Baker & Hostetter		
Address Line 1:	127 Public Square		
Address Line 2:	Key Tower, Suite 2000		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Melanie S. Corcoran		
SIGNATURE:	/msc/		
DATE SIGNED:	02/16/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), is made and entered into as of January 6, 2017, between Set-Rite Products LLC, a New Jersey limited liability company (the “**Assignor**”) and Oatey Co., an Ohio corporation (the “**Assignee**”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, of even date herewith (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignors have agreed to sell and assign to Assignee, among other assets, certain Seller Intellectual Property, and have agreed to execute and deliver this IP Assignment for recording with the applicable government agencies in applicable jurisdictions; and

WHEREAS, the parties hereto desire to execute this IP Assignment to evidence the assignment by Assignors, and the assumption by Assignee, of the Seller Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors’ right, title and interest in and to: (a) the Seller Intellectual Property, including the Seller Intellectual Property set forth on **Exhibit A** attached hereto and made a part hereof; (b) all rights of any kind whatsoever of Assignors accruing under any of the Seller Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) all goodwill and going concern value related to the Seller Intellectual Property; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Seller Intellectual Property; and (e) any and all claims and causes of action with respect to any of the Seller Intellectual Property, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignors hereby authorize the officials of the applicable government agencies in any applicable jurisdictions (including the U.S. Patent and Trademark Office and the United States Library of Congress) to record and register this IP Assignment upon request by Assignee. Following the date hereof, from time to time after the execution of this IP Assignment, Assignors shall take such steps and actions and execute and deliver to Assignee such other instruments of conveyance and transfer and such other documents as Assignee may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Assignee and to put Assignee in possession of the Seller Intellectual Property and each part thereof.

3. Purchase Agreement. This IP Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement, which is hereby incorporated by reference and nothing herein shall be deemed to modify, diminish or limit the representations, warranties, covenants, indemnification obligations or any other rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between the

terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern and control.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than the State of Ohio.

6. Counterparts; Facsimile or Electronically Transmitted Signatures. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement, to the extent signed and delivered by means of E-mail, a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

ASSIGNOR:

Set-Rite Products LLC.

By: Alan Hughes
Name: Alan Hughes
Title: Sole Member

ASSIGNEE:

Oatey Co.

By: _____
Name: Neal R. Restivo
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

ASSIGNOR:

Set-Rite Products LLC.

By: _____
Name: Alan Hughes
Title: Sole Member

ASSIGNEE:

Oatey Co.

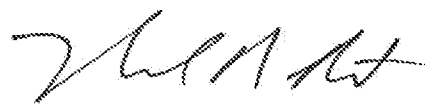
By:  _____
Name: Neal R. Restivo
Title: Chief Executive Officer

EXHIBIT A

Seller Intellectual Property

1. Patents and Designs

1534-6 PCT/US/CON	CLOSET FLANGE SYSTEM FOR EXISTING INSTALLATION	13/325,343	02/14/2011	Granted	8,281,421	10/08/2012
1534-6 PCT/US/CON/RES	CLOSET FLANGE SYSTEM FOR EXISTING INSTALLATION	14/510,620	10/05/2014	Pending		
1534-6 PCT/Canada	CLOSET FLANGE SYSTEM FOR EXISTING INSTALLATION	2,664,132	09/20/2007	Granted	2,664,132	06/07/2016
1534-6 PCT/Canada/DIV	CLOSET FLANGE SYSTEM FOR EXISTING INSTALLATION	2,930,239	09/20/2007	Pending		
1537-7 DES	CLOSET FLANGE EXTENDER	25/273,909	09/02/2007	Granted	D574,931	08/12/2008
1537-7 DES/Canada	CLOSET FLANGE EXTENDER	121849	08/14/2007	Granted	121849	06/11/2008
RF REFERENCE NO.	TITLE	APPLICATION NO.	APPLICATION DATE	STATUS	PATENT NO.	GRANT DATE
1534-2P	CLOSET FLANGE SPACER	60/562,805	03/28/2005	Expired		
1534-2	CLOSET FLANGE SPACER	11/269,922	11/08/2005	Granted	7,805,777	10/5/2010
1534-2 DIV	CLOSET FLANGE SPACER	12/579,133	09/10/2010	Granted	8,583,619	04/01/2014
1534-2 DIV/RCE/CON	CLOSET FLANGE SPACER	14/226,894	03/27/2014	Abandoned		
1534-2 Canada	CLOSET FLANGE SPACER	2,540,274	03/20/2006	Granted	2,540,274	12/31/2013
1534-2 Canada/DIV	CLOSET FLANGE SPACER	2,831,942	3/20/2006	Granted	2,831,942	07/07/2015
1534-2 PCT	CLOSET FLANGE SPACER	PCT/US2006/010660	03/23/2006	Completed		
1534-2 PCT/Australia	CLOSET FLANGE SPACER	2006229530	03/23/2006	Abandoned	2005229929	02/09/2012
1534-2 PCT/EPD	CLOSET FLANGE SPACER	06735460.1	03/23/2006	Abandoned		
1534-6P	CLOSET FLANGE SYSTEM FOR EXISTING INSTALLATION	60/645,851	06/20/2006	Expired		
1534-6 PCT	CLOSET FLANGE SYSTEM FOR EXISTING INSTALLATION	PCT/US2007/020392	09/20/2007	Completed		
1534-6 PCT/US	CLOSET FLANGE SYSTEM FOR EXISTING INSTALLATION	12/442,127	03/20/2008	Granted	8,099,801	01/24/2012

2. Trademarks & Copyrights

SET-RITE PRODUCTS, LLC
 TRADEMARK AND COPYRIGHT PORTFOLIO

BF REFERENCE NO.	TITLE	APPLICATION NO.	APPLICATION DATE	STATUS	REGISTRATION NO.	REGISTRATION DATE
1534-4	SET-RITE	78/602,723	04/06/2005	Registered	3,163,976	10/24/2005
1534-4 Canada	SET-RITE	1,275,781	10/06/2005	Registered	TMA700,264	11/06/2007
1534-5	HANK THE PLUMBER	VA 1-336-276	05/06/2005	Registered	VA 1-336-276	08/13/2005