

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482535

<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>
NUK USA LLC		10/31/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rubbermaid Commercial Products LLC		
<b>Street Address:</b>	6655 Peachwood Dunwoody Road		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1319466	BENCH MARK	
Registration Number:	0535390	BLUETTES	
Registration Number:	2568328	CHEMZOIL	
Registration Number:	1616491	CLASSICS	
Registration Number:	2902899	COLOR BRITE	
Registration Number:	1502248	GARD'N YARD	
Registration Number:	2004221	MAPA PROFESSIONAL	
Registration Number:	2495928	NIPROTECT	
Registration Number:	3033277	ONE USE	
Registration Number:	3824844	PYLOX	
Registration Number:	1902502	ROLLPRUF	
Registration Number:	1706419	SENSITRON	
Registration Number:	1925266	STANFLEX	
Registration Number:	1680172	STANSOLV	
Registration Number:	2243454	STRIP 'N STAIN	
Registration Number:	1499691	SURE-GRIP	
Registration Number:	1563160	TECHNIC	
Registration Number:	1004307	TEMP-TEC	
Registration Number:	1018849	TIGER RAG	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	2209626	TRILITES
Registration Number:	1329297	TRIONIC
Registration Number:	2517398	TWO-TONE
Serial Number:	87906122	NIMBLE FINGERS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** (201) 610-6734

**Email:** Lisa.Winger@newellco.com

**Correspondent Name:** Lisa Winger

**Address Line 1:** 221 River Street, 13th Floor

**Address Line 4:** Hoboken, NEW JERSEY 07030-5891

<b>NAME OF SUBMITTER:</b>	Therese D Fenwick
<b>SIGNATURE:</b>	/tdf/
<b>DATE SIGNED:</b>	07/19/2018

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment Agreement") is made as of October 31, 2017 (the "Effective Date"), by and between **NUK USA LLC**, a Delaware limited liability company ("Assignor"), and **RUBBERMAID COMMERCIAL PRODUCTS LLC**, a Delaware limited liability company ("Assignee").

### **RECITALS**

**WHEREAS**, as of the date first set forth above, Assignor desires to assign to Assignee, and Assignee desires to assume, any and all of Assignor's right and interest to, and obligations under (a) certain trademarks, trademark registrations, applications to register, and the goodwill of the business with which those certain trademarks are used and that is symbolized by such trademarks identified in *Exhibit A* attached hereto (the "Trademarks"), to the extent that such rights and goodwill exist; and

**WHEREAS**, Assignor and Assignee wish to execute and deliver this Assignment Agreement to effectuate such assignment and assumption.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Trademark Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, its successors and assigns, to have and to hold forever, and to freely reassign in the future at the Transferee's sole and absolute discretion, without warranty of any kind, express or implied being made by this Assignment Agreement, all of Assignor's right and interest in and to the Trademarks, together with the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, and all rights of priority in the Trademarks in any country as may now or hereafter be granted to it by law, treaty or other international conventions, to the extent that such rights and goodwill exist; any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, dilutions, or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made (together, the "Assigned Trademarks").

2. Assumption. Assignee hereby assumes, and agrees to pay, perform and discharge when due, all of Assignor's obligations under the Assigned Trademarks.

3. Further Assurances. Each of the parties hereto will execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Agreement.

4. Governing Law. This Assignment Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Assignment Agreement or the negotiation, execution or performance of this Assignment Agreement, shall be governed solely by and construed in accordance with the internal laws of the State of Delaware, without regard to the conflict-of-law principles thereof.


5. Counterparts; Delivery. This Assignment Agreement may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.

*[Remainder of this Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the Effective Date.

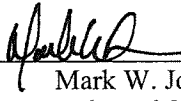
**ASSIGNOR:**

**NUK USA LLC**

By:  \_\_\_\_\_  
Mark W. Johnson  
*Authorized Officer*

**ASSIGNEE:**

**RUBBERMAID COMMERCIAL PRODUCTS LLC**



By:  \_\_\_\_\_  
Mark W. Johnson  
*Authorized Officer*

[Signature page to Intellectual Property Assignment Agreement (Step 24)]

**EXHIBIT A**

**Trademarks**

TRADEMARK	TM LOGO	COUNTRY	REG. NO.	APPLN. NO.
BENCH MARK		United States of America	1319466	73444808
BLUETTES		Canada	UCA42385	0214898
BLUETTES		United States of America	0535390	71585859
CHEMZOIL		United States of America	2568328	76095814
ChemZoil (Stylized)	ChemZoil	United States of America	2568328	76095814
CLASSICS		United States of America	1616491	73809066
COLOR BRITE		United States of America	2902899	76531472
GARD'N YARD		United States of America	1502248	73708570
MAPA PROFESSIONAL		United States of America	2004221	74717540
NIMBLE FINGERS		United States of America	0652768	72024077
Nimble Fingers		Canada	TMA109348	0241744
NIPROTECT		United States of America	2495928	76057456
ONE USE		United States of America	3033277	78495568
Pioneer		Canada	UCA50968	0214900
PYLOX		United States of America	3824844	77895809

TRADEMARK	TM LOGO	COUNTRY	REG. NO.	APPLN. NO.
Quixam		Canada	UCA43126	0214901
ROLLPRUF		United States of America	1902502	74504957
SENSITRON		United States of America	1706419	74201063
STANFLEX		United States of America	1925266	74591877
STANSOLV		United States of America	1680172	74146667
Stanzoil		Canada	UCA43127	0214903
STRIP 'N STAIN		United States of America	2243454	75284509
SURE-GRIP		United States of America	1499691	73699966
TECHNIC		United States of America	1563160	73781074
TEMP-TEC		United States of America	1004307	73012005
TIGER RAG		United States of America	1018849	73029803
TRILites (Stylized)		United States of America	2209626	75242604
TRIONIC		United States of America	1329297	73451548
TRlonic (Stylized)		United States of America	1329297	73451548
TWO-TONE		United States of America	2517398	76259549
Two-Tone		Canada	TMA393765	0625118

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