

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZERO INTERNATIONAL, INC.		02/19/2015	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SCHLAGE LOCK COMPANY LLC		
Street Address:	11819 North Pennsylvania Street		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4093053	ZERO INTERNATIONAL	
Registration Number:	3989502	ZERO	
Registration Number:	0994534	ZERO COMPRESS-O-MATIC	
CORRESPONDENCE DATA			
Fax Number:	8478087238		
<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:	8478085500		
Email:	mail@iphorgan.com		
Correspondent Name:	Jeannine Rittenhouse, IpHorgan Ltd.		
Address Line 1:	195 Arlington Heights Rd.		
Address Line 2:	Suite 125		
Address Line 4:	BUFFALO GROVE, ILLINOIS 60089		
NAME OF SUBMITTER:	Jeannine Rittenhouse		
SIGNATURE:	/jar/		
DATE SIGNED:	07/27/2018		
Total Attachments: 5			
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TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (“**Trademark Assignment**”), dated as of April 1, 2015, is made by ZERO INTERNATIONAL, INC., a New York corporation (“**Assignor**”), and SCHLAGE LOCK COMPANY LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are each sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 19, 2015, among Assignor, Assignee and certain other parties party thereto, Assignor has agreed to sell, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and accept from Assignor, substantially all of the assets of Assignor;

WHEREAS, pursuant to the foregoing Asset Purchase Agreement, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor’s rights, title and interest in and to those trademarks and service marks, and Unregistered / Common Law Trademark Rights identified on Exhibit A hereto, whether registered, unregistered or arising under applicable law of any jurisdiction in the world (collectively referred to as the “**Trademarks**”); and

WHEREAS, Assignor and Assignee have agreed to enter into this Trademark Assignment in order to effect the sale, assignment, transfer and delivery of all of Assignor’s rights, title and interest in and to the Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and deliver to Assignee and its successors, assigns and legal representatives or nominees, all of Assignor's rights, title and interest, for all countries, jurisdictions and political entities of the world, in and to the Trademarks, including, without limitation, all benefits, privileges, causes of action, trademark registrations and applications set forth on Exhibit A, and the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) sue for past, present, and future infringement and to collect damages thereof, and (c) grant licenses or other interests to and in the Trademarks. The foregoing includes, and Assignor does hereby assign, convey, transfer and deliver to Assignee, any and all goodwill symbolized by and/or associated with the Trademarks.

2. Further Assurances. Assignor agrees that upon request Assignor shall, at any time and without charge to Assignee, sign all papers, take all rightful oaths, and do all acts which may be necessary or desirable to vest title to the Trademarks in Assignee or in its successors, assigns and legal representatives or nominees. Assignor hereby appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in place and stead of Assignor and in the name of Assignor or in its own name, for the purposes of carrying out the terms of this Trademark Assignment, to take all necessary actions to vest title and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Trademark Assignment.

3. No Rights in Third Parties. Nothing expressed or implied in this Trademark Assignment is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and all claims with respect thereto shall be governed by and construed in accordance with the internal, substantive laws of the State of New York for agreements to be wholly performed therein, without giving effect to any provisions relating to the conflicts of laws principles of New York.

6. Amendments. No amendment or modification of this Trademark Assignment shall be effective unless it is set forth in writing and signed by each of the Parties hereto.

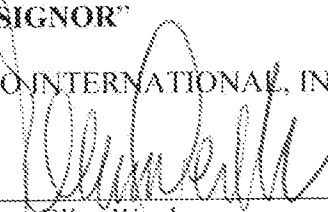
7. Counterparts. This Trademark Assignment may be executed by the Parties in multiple counterparts and shall be effective as of the date set forth above when each Party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each Party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

"ASSIGNOR"

ZERO INTERNATIONAL, INC.

By: 
Name: Elias Wexler
Title: President

Sworn to before me this 1 day
of April, 2015.


Notary Public
[Notarized Seal]
My Commission Expires:

QUENTIN FRANCO
Notary Public, State of New York
No. 01FR6116342 Suffolk County
Commission Expires September 27, 2016

"Assignee"

SCHLAGE LOCK COMPANY LLC

By: _____
Name:
Title:

Sworn to before me this _____ day
of _____, 2015.

Notary Public
[Notarized Seal]
My Commission Expires:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

"ASSIGNOR"

ZERO INTERNATIONAL, INC.

By: _____

Name: Elias Wexler

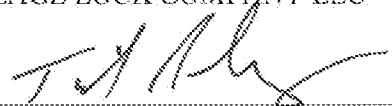
Title: President

Sworn to before me this _____ day
of _____, 2015.

Notary Public
[Notarized Seal]
My Commission Expires:

"Assignee"

SCHLAGE LOCK COMPANY LLC

By: 

Name: Timothy A. Edwards

Title: President

Sworn to before me this 1st day
of April, 2015.


Notary Public
[Notarized Seal]
My Commission Expires: 

[Signature Page to Trademark Assignment]

EXHIBIT A

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration/Application No.
	U.S.	4,093,053
ZERO	U.S.	3,989,502
ZERO	CHINA	9,934,093
ZERO	CHINA	5,648,635
ZERO	CHINA	5,648,634
INTUMET	CHINA	5,648,636
ZERO COMPRESS-O-MATIC	U.S.	0994534
TRACTION TREAD	U.S.	1,721,199
ZERO	Japan	34,554

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Registration/Application No.
SOFT PUFF	U.S.	75/078,454

UNREGISTERED / COMMON LAW TRADEMARK RIGHTS

Mark
FLOOD BARRIER SHIELD

ZAG
BIOWALL
ZERO
ZERO INTERNATIONAL
ZERO MINI-MATIC
TRACTION TREAD
IND-EX
INTUMET
SOFT PUFF
UNIPIN
ZERO AMERICA LATINA

ZERO COMPRESS-O-MATIC