

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KRAUS PROPERTIES LP		10/05/2018	Limited Partnership: CANADA
RECEIVING PARTY DATA			
Name:	Q.E.P. CO., INC.		
Street Address:	1001 Broken Sound Parkway, NW		
Internal Address:	Suite A		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4984297	ARMORBAC	
Registration Number:	4920463	FLOORS WITH MORE	
Registration Number:	5041736	INSTA-LOC	
Registration Number:	3049197	KRAUS	
Serial Number:	87352328	DIAMONDTOUCH	
Serial Number:	87359855	ENTREND	
Serial Number:	87361655	NEXTGEN CORE	
Serial Number:	87352318	PEARLTOUCH	
Serial Number:	87861735	SURTAC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$240.00 4984297

ATTORNEY DOCKET NUMBER:	048914.00075
NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	10/10/2018

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of the 5th day of October, 2018

B E T W E E N:

KRAUS PROPERTIES LP

(hereinafter referred to as the "Assignor")

- and -

Q.E.P. CO., INC.

(hereinafter referred to as the "Assignee")

WHEREAS pursuant to an asset purchase agreement (the "**Asset Purchase Agreement**") dated September 10, 2018, between the Assignor, the Assignee, Kraus Canada LP ("**Kraus Canada**"), Kraus Carpet LP ("**Kraus Carpet**"), Kraus USA Inc. ("**Kraus USA**" and together with the Assignor, Kraus Canada and Kraus Carpet, the "**Vendors**") and Roberts Company Canada Limited, the Assignor has agreed to sell, transfer, convey and assign to the Assignee and the Assignee has agreed to purchase from the Assignor the Purchased Assets, which Purchased Assets include the Business Trademarks of the Assignor listed in Schedule "A" hereto (the "**Assigned Trademarks**").

AND WHEREAS on September 10, 2018, the Vendors commenced proceedings under the Companies Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended, the "**CCAA**") in the Ontario Superior Court of Justice and in those proceedings (the "**CCAA Proceeding**") the Vendors sought authority and approval to transfer the Purchased Assets, inclusive of the Assigned Trademarks, to the Assignee;

AND WHEREAS on September 18, 2018, the Ontario Court of Justice entered that certain Approval and Vesting Order (the "**Vesting Order**") approving the Vendors' transfer of the Purchased Assets, including the assignment of the Assigned Trademarks, to the Assignee, and further authorized the Vendors to complete the transactions contemplated in the Asset Purchase Agreement and to take such additional steps and execute such additional documents and instruments as may be necessary or desirable to complete the transactions contemplated in the Asset Purchase Agreement;

AND WHEREAS on September 11, 2018, the Vendors commenced a case under chapter 15 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") in which the Vendors sought (i) recognition of the CCAA Proceeding as a "foreign main proceeding"; (ii) recognition and enforcement of the Vesting Order; and (iii) issuance of an order under Section 363 of the Bankruptcy Code directing and authorizing the Vendors to complete the transactions contemplated in the Asset Purchase Agreement as to those assets, including those Assigned Trademarks, located in the United States;

AND WHEREAS on October 1, 2018, the Bankruptcy Court entered an order recognizing the CCAA Proceeding as a foreign main proceeding and an order recognizing and enforcing the Vesting Order and authorizing and directing the Vendors to complete the transactions contemplated in the Asset Purchase Agreement as to those assets, including those Assigned Trademarks, located in the United States;

AND WHEREAS in connection with the completion of the transactions contemplated by the Asset Purchase Agreement, the Assignor wishes to grant, transfer, assign, convey and set over to the Assignee, and the Assignee has agreed to accept and assume, all of the rights, title and interest in and to the Assigned Trademarks, including all goodwill of the Business associated therewith.

NOW THEREFORE in consideration of the mutual covenants and agreements set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings specified in the Asset Purchase Agreement.

2. Assignment

The Assignor hereby grants, transfers, assigns, conveys and sets over to the Assignee the Assigned Trademarks and all of its rights, title and interest therein and thereto, including all goodwill of the Assigned Trademarks and the Business associated therewith, and any and all causes of actions, including all rights of recovery for past infringement of the Assigned Trademarks.

3. Assumption

The Assignee hereby assumes and accepts the Assigned Trademarks and all of the rights, title and interest therein and thereto, including all goodwill of the Assigned Trademarks and the Business associated therewith, and any and all causes of actions, including all rights of recovery for past infringement of the Assigned Trademarks.

4. Due Authorizations

Assignor hereby authorizes Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States and the Registrar of Trademarks of Canada to record all Trademark applications or registrations included in the Assigned Trademarks in the name of Assignee.

5. General Provisions

- (a) Each of the parties will execute and deliver such further documents and instruments and do all such further acts and things, including without limitation, any actions or documents required by the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as may be necessary or requisite to carry out the full intent and meaning of this Agreement.

- (b) This Agreement is subject to the terms and conditions of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law. Each party irrevocably and unconditionally agrees that any legal suit, action, or proceeding arising out of or relating to this Agreement shall be commenced in the state or federal courts in each case located in West Palm Beach, Florida. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts, and waives any objection to that choice of forum based on venue or to the effect that the forum is not convenient. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (d) This Agreement enures to the benefit of and binds the parties and their respective successors, and permitted assigns.
- (e) This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Assignment and Assumption Agreement the day and year first written above.

KRAUS PROPERTIES LP by its' General
Partner Kraus Properties Inc.

By: _____

Name: C. Emmott
Title: DIRECTOR.

Q.E.P. Co., Inc.

By: _____

Name: Lewis Gould
Title: Chief Executive Officer

[Signature Page to Assignment and Assumption Agreement - Trademarks]

TRADEMARK
REEL: 006453 FRAME: 0554

IN WITNESS WHEREOF the parties have executed this Assignment and Assumption Agreement the day and year first written above.

KRAUS PROPERTIES LP by its' General Partner Kraus Properties Inc.

By: _____
Name:
Title:

Q.E.P. Co., Inc.

By:  _____
Name: Lewis Gould
Title: Chief Executive Officer

Schedule "A"

Business Trademarks

Name	CAD Ref #	CAD Reg. #	CAD Status	US Ref #	US Reg. #	US Status
ARMORBAC	1708860	TMA931,408	Registered	86/490,042	4,984,297	Registered
Des Planchers Qui Offrent Plus	1663583	TMA913,541	Registered	Not applicable in USA		
DiamondTouch	1824873	TMA997,986	Registered	87/352,328		Pending
Enstyle	Not applicable in Canada			85663729	85/773,624	No Trademark
Entrend	1,825,832		Pending	87/359,855		Pending
EUROBAC	1650579	TMA896,635	Registered	177493,0010		Proposed
EuroTile	1650199		Abandoned	Not applicable in USA		
FibreCore	Not applicable in Canada			85/787,796		Abandoned
Floors with More	1663579	TMA913,522	Registered	86/364,565	4,920,463	Registered
INSTA - LOC	1691811		Opposed	86/381,060	5,041,736	Registered
Kraus	1219155	TMA686,562	Registered	78/444,033	3,049,197	Registered
NextGen Core	1,826,037		Pending	Not applicable in USA		
NextGen Core	Not applicable in Canada			87/361,655		Pending
PearlTouch	1824870	TMA998,006	Registered	87/352,318		Pending
SURTAC	1,891,608		Pending	87/861,735		Pending