

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arrow Plastic Manufacturing Co.		05/23/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Arrow Home Products Company		
Street Address:	701 E. Devon Ave.		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3886452	AQUA+FILL	
Registration Number:	1513624	CRYSTAL IMAGE	
Registration Number:	3042327	H2O ON THE GO	
CORRESPONDENCE DATA			
Fax Number:	3128762020		
<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:	3128761800		
Email:	docketing@woodphillips.com		
Correspondent Name:	f. William Mclaughlin		
Address Line 1:	500 W. Madison st.		
Address Line 2:	Citigroup Center, Suite 1130		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Corinne Byk		
SIGNATURE:	/Corinne Byk/		
DATE SIGNED:	12/11/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is entered into as of May 23, 2016 ("Effective Date") by and among Arrow Plastic Manufacturing Co., an Illinois corporation ("Assignor") and Arrow Home Products Company, a Delaware corporation ("Assignee"). The Assignor and Assignee are hereinafter referred to collectively as the "Parties" and sometimes each individually as a "Party."

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement ("Agreement"), dated May 19, 206, 2016, pursuant to which Assignor has agreed to assign all the Intellectual Property Assets (as that term is defined in the Agreement) to Assignee, including the intellectual property assets set forth below; and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property Assets, including the intellectual property listed below.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained and Agreement, and for other good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

Assignor irrevocably hereby assigns, transfers, conveys and delivers unto Assignee any and all right, title and interest held by or licensed to Assignor in and to all the Intellectual Property Assets, including the following throughout the world (collectively, "Intellectual Property"):

(i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including all patents and patent applications in Schedule A;

(ii) all trademarks, service marks, trade dress, logos, trade names, and other indications of origin, and all corporate names, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith in any jurisdiction, including all registrations and applications in Schedule B;

(iii) all copyrights and works of authorship (whether copyrightable or not), and all applications, registrations, and renewals in connection therewith in any jurisdiction, including all registrations and applications in Schedule C;

(iv) all mask works and all applications, registrations, and renewals in connection therewith in any jurisdiction;

(v) all trade secrets;

(vi) all Software;

(vii) all websites, website content, URLs, and domain names (including registrations thereof), including all domain names in Schedule D;

(viii) all social media accounts, including the social media accounts in Schedule E, all other intellectual property and/or proprietary rights;

(ix) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(x) all tangible embodiments of any of the foregoing (in whatever form or medium), including all copies thereof;

(xi) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(xii) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

All rights in, to and under the Intellectual Property to be held and enjoyed by Assignee to the same extent as would have been held and enjoyed by such Assignor had this sale, assignment and transfer not been made; any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Intellectual Property from the Effective Date; and all claims or causes of action such Assignor have or may have in connection with the Intellectual Property, including, but not limited to, the right to sue and recover damages for any and all past infringements of any of the Intellectual Property.

Assignor covenants and agrees that Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Intellectual Property and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Intellectual Property assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Assignor agrees to cooperate with Assignee to initiate the transfer process in relation to the domain names and social media accounts electronically from Assignor's accounts to Assignee's accounts, as soon as practicable.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States, whose duty it is to record intellectual property registrations, applications and title thereto, to record the title thereto as the property of Assignee, its legal representatives, successors and assigns and to issue all patents for improvements therein to Assignee, in accordance with the terms of this Assignment. Assignor authorizes and requests the applicable registration authority and social media entities to transfer the domain names and social media accounts from Assignor to Assignee.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, legal representatives and assigns, and all others acting by, through, with or under the Assignor's direction and all those in privity therewith.

A facsimile or photocopied signature (which may be delivered by facsimile or other electronic means) shall be deemed to be the functional equivalent of an original for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

ARROW PLASTIC MANUFACTURING CO., an
Illinois Corporation

By _____

Name:

Title:

Bruce Ronner
BRUCE RONNER
VP FINANCE

ASSIGNEE:

Arrow Home Products Company, a Delaware
Corporation

By _____

Name:

Title:

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be duly executed as of the Effective Date.


ASSIGNOR:

ARROW PLASTIC MANUFACTURING CO., an
Illinois Corporation

By _____
Name:
Title:

ASSIGNEE:

Arrow Home Products Company, a Delaware
Corporation

By 
Name: ROBERT V REPERT
Title: PRESIDENT

{Signature Page to Intellectual Property Assignment}

TRADEMARK

REEL: 006498 FRAME: 0262

SCHEDULE B

Trademark Registrations and Applications

<u>Trademark</u>	<u>Application</u>		<u>Registration</u>	
	<u>Number</u>	<u>Date</u>	<u>Reg #</u>	<u>Date</u>
Aqua+Fill	85/054780	6/4/10	3886452	12/7/10
Crystal Image	73/596782	5/5/86	1513624	11/22/88
Fridge Stack	76/607815	8/16/04	3071589	3/21/06
H2O On The Go	76/599680	6/28/04	3042327	6/10/06
Sport Cubes	76/603902	7/26/04	3042336	1/10/06