

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Scott Fetzer Company		11/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	State Industrial Products Corporation		
Street Address:	5915 Landerbrook Dr.		
Internal Address:	Ste. 300		
City:	Mayfield Heights		
State/Country:	OHIO		
Postal Code:	44124		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2942718	SCOT'S TUFF	
Registration Number:	2850549	SCOT'S TUFF	
Registration Number:	2903785	SCOT'S TUFF	
Registration Number:	4429766	WINE-X	
Registration Number:	4423273	GRILL SOLUTIONS	
Registration Number:	3039756	ODORIFIC II	
CORRESPONDENCE DATA			
Fax Number:	2164530705		
<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:	4405445092		
Email:	barnett@stateindustrial.com		
Correspondent Name:	WILLIAM BARNETT		
Address Line 1:	5915 Landerbrook Dr.		
Address Line 2:	Ste. 300		
Address Line 4:	Mayfield Heights, OHIO 44124		
NAME OF SUBMITTER:	william a. barnett		
SIGNATURE:	/william a. barnett/		
DATE SIGNED:	01/10/2019		

OP \$165.00 2942718

Total Attachments: 6

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1ST AMENDED ASSIGNMENT AND SALE OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND SALE OF INTELLECTUAL PROPERTY (this "Assignment") is made this 15th day of November, 2018, by THE SCOTT FETZER COMPANY, a Delaware corporation ("Assignor"), to STATE INDUSTRIAL PRODUCTS CORPORATION, an Ohio corporation ("Assignee").

RECITALS:

A. Assignee, and Assignor, have heretofore entered into that certain Asset Purchase Agreement, dated as of October 15, 2018, as amended (the "Purchase Agreement"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Purchase Agreement.

B. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the SCOT business Intellectual Property, except as to four Kirby products that are licensed to Assignee under the Purchase Agreement (formula numbers: A42, A49, A60, A61, B03, B32, B33, B39, B44, B47, A41, A52, B85, and D55 together with the goodwill of the Business symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Intellectual Property Assignment. Assignor hereby sells, assigns, conveys, grants and transfers unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the following Intellectual Property: (i) all copyrights, in both published and unpublished works (including computer software, data and documentation and moral rights) whether registered or unregistered and all other rights corresponding thereto, mask works and registrations and applications therefor used by each Assignor in the operation of its respective business, (ii) all trade secrets, product formulas, except as to four Kirby products that are licensed to Assignee under the Purchase Agreement (formula numbers: A42, A49, A60, A61, B03, B32, B33, B39, B44, B47, A41, A52, B85, and D55), ideas, confidential business and technical information, inventions (whether or not patentable and whether or not reduced to practice), invention disclosures, designs, know-how, processes, customer lists, concepts, discoveries, reports, engineering orders, databases, supplier lists, software (whether in source code, object code or human readable form), process technology, plans, drawings, blue prints and any other confidential proprietary information of Assignor, however recorded, stored or embodied, and (iii) all trade names, fictitious business names (including, without limitation, the names: trade dress, registered and unregistered trademarks, service marks, and domain names, urls, design rights (including, without limitation, any word, symbol, product configuration, icon, and logo) adopted and used by Assignor (collectively "Trademarks") and all goodwill of the business carried on in connection with the Trademarks. A listing of such registered Trademarks is set forth on the attached Ex. A.

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any

Intellectual Property prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

(c) All of Assignor's right title and interest in and to all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any of the Intellectual Property, including, without limitation, the right to recover for past, present or future infringements of the Intellectual Property.

(d) All rights corresponding to the Intellectual Property throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance.

(a) Assignor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, documents, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby. Assignor will at any time upon request and without further consideration, make all rightful oaths, and do all lawful acts required for procuring and enforcing the Intellectual Property.

(b) Assignor shall, at any time upon request and without further consideration, communicate to Assignee, its successors and assigns, any facts relating to the Intellectual Property or the history thereof as may be known to Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of Assignee.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.

5. No Third-Party Beneficiaries. Nothing in this Assignment shall confer any rights upon any person other than Assignor and Assignee and each such party's respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

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

8. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without giving effect to any choice of

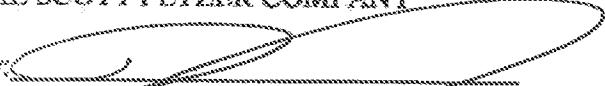
law or conflict of law provision thereof that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

9. Purchase Agreement Governs. Notwithstanding anything contained in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

THE SCOTT FETZER COMPANY

By: 
Name: DAVID C. LAMP
Title: VP and General Counsel

ASSIGNEE:

STATE INDUSTRIAL PRODUCTS CORPORATION

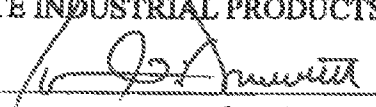
By: 
Name: WILLIAM A. BARRETT
Title: VP and General Counsel

Exhibit A
Registered Trademarks

Word Mark WINE-X
Goods and Services IC 001, US 001 005 006 010 026 046, G & S: Chemical preparations for stain removal from clothing, carpet, upholstery, car interiors and drapery. FIRST USE: 20130806. FIRST USE IN COMMERCE: 20130806
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 85701631
Filing Date August 13, 2012
Published for Opposition February 5, 2013
Registration Number 4429766
Registration Date November 5, 2013



Word Mark GRILL SOLUTIONS
Goods and Services IC 001, US 001 005 006 010 026 046, G & S: Chemical preparations for cleaning charcoal grills, gas grills and smokers, grill grates, stainless steel frame and body grills, grill plastic handles, rubber wheels, aluminum frame and body and glass windows of grills. FIRST USE: 20130319. FIRST USE IN COMMERCE: 20130303
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 85701604
Filing Date August 13, 2012
Date Amended to Current Register September 5, 2013
Registration Number 4423273
Registration Date October 22, 2013


Word Mark ODOORIFIC II
Goods and Services IC 005, US 006 018 044 046 051 052, G & S: all-purpose deodorizer for household use. FIRST USE: 19900401. FIRST USE IN COMMERCE: 19900401
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 76628633
Filing Date January 4, 2005
Published for Opposition October 18, 2005
Registration Number 3039756

Registration Date January 10, 2006

Word Mark SCOT'S TUFF
Goods and Services IC 001. US 001 005 006 010 026 046. G & S: waterproofing chemical preparations for articles of masonry, concrete, quarry tile, terrazzo, brick and slate. FIRST USE: 20040701. FIRST USE IN COMMERCE: 20040701
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 01.01.05 - Stars - one or more stars with seven or more points
26.03.03 - Incomplete ovals; Ovals, incomplete
Serial Number 76524278
Filing Date June 13, 2003
Published for Opposition March 16, 2004
Registration Number 2942718
Registration Date April 19, 2005

Word Mark SCOT'S TUFF
Goods and Services IC 003. US 001 004 006 050 051 052. G & S: Furniture polish and dusting sprays; disposal and drain cleaners/deodorizers; jewelry cleaner. FIRST USE: 20030728. FIRST USE IN COMMERCE: 20030728
IC 005. US 006 018 044 046 051 052. G & S: All-purpose disinfectant; air fresheners; fungicide and germicide for commercial use. FIRST USE: 20030728. FIRST USE IN COMMERCE: 20030728
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 01.01.05 - Stars - one or more stars with seven or more points
01.01.08 - Stars with rays or radiating lines
26.03.03 - incomplete ovals; Ovals, incomplete
Serial Number 76524278
Filing Date June 13, 2003
Published for Opposition March 30, 2004
Registration Number 2903786
Registration Date November 16, 2004

COUNTRY	TITLE	REGN NO.	REGN DATE	GOODS	NEXT REG
Canada	SCOT'S TUFF	TMA441059	3/24/95	Carpet shampoos and carpet cleaning preparations	3/24/25
US	SCOT'S TUFF 	2942718	4/19/05	1- waterproofing chemical preparations for articles of masonry, concrete, quarry tile, terrazzo, brick and slate	4/19/25
US	SCOT'S TUFF 	2850549	6/8/04	3- liquid drain opener, hand cleaners and hand cleaning lotions, carpet and upholstery care preparations, namely, shampoos, pre-cleaning stain removers, spot removers, extraction cleaners, defoamers, post-treatment protectants and deodorizers; floor care preparations, namely, cleaners, degreasers, strippers, finishes and sealers; washroom cleaning preparations, namely, toilet bowl and urinal	6/8/24 re

COUNTRY	TITLE	REGN NO.	REGN DATE	GOODS	NEXT REI
				cleaners, grout cleaner, glass cleaner and liquid scouring cleaner; cleaning and degreasing preparations for use on washable hard surfaces, concrete, glass, plastic, metal, glazed ceramic tile, wood, vinyl, machinery, engines, engine and machinery parts and vehicles	
US	SCOT'S TUFF 	2903785	11/16/04	3- Furniture polish and dusting sprays; disposal and drain cleaners/deodorizers; jewelry cleaner 5- All purpose disinfectant; air fresheners; fungicide and germicide for commercial use	11/16/21