

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Faultless Starch/Bon Ami Company		04/29/2020	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	General Tools & Instruments Company LLC		
Street Address:	75 Seaview Drive		
City:	Secaucus		
State/Country:	NEW JERSEY		
Postal Code:	07094		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5355581	ALUMINIRON	
Registration Number:	2753300	GARDEN CLAW	
Registration Number:	4121280	GARDEN WEASEL	
Registration Number:	1578672	GARDEN-WEASEL	
Registration Number:	1579785		
Registration Number:	5116945		
Registration Number:	4121903	SOLUTIONS FROM THE GROUND UP	
Registration Number:	1168093	WEASEL	
Registration Number:	1192024	WEED POPPER	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	3122013865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$240.00 5355581

ATTORNEY DOCKET NUMBER:	7428.029
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	04/30/2020

Total Attachments: 5

source=Garden Weasel - Trademark Assignment [Executed]#page1.tif

source=Garden Weasel - Trademark Assignment [Executed]#page2.tif

source=Garden Weasel - Trademark Assignment [Executed]#page3.tif

source=Garden Weasel - Trademark Assignment [Executed]#page4.tif

source=Garden Weasel - Trademark Assignment [Executed]#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of April 29, 2020 (the “**Effective Date**”), is entered into by and between Faultless Starch/Bon Ami Company, a Missouri corporation (“**Assignor**”), and General Tools & Instruments Company LLC, a New York limited liability company (“**Assignee**”).

W I T N E S S E T H:

WHEREAS, Assignor owns certain trademark registrations and trademark applications set forth on **Schedule A** (collectively, the “**Assigned Marks**”);

WHEREAS, the Assigned Marks are subject to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (as the same may be further amended, modified supplemented, or replaced from time to time, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, the Assigned Marks and their associated goodwill are to be assigned to the Assignee;

WHEREAS, upon the Effective Date, Assignor desires to assign, transfer, convey and deliver to Assignee the Assigned Marks, together with all goodwill and all other rights associated with the Assigned Marks; and

WHEREAS, upon the Effective Date, Assignee desires to acquire and accept the Assigned Marks, together with all goodwill and all other rights associated with the Assigned Marks, from the Assignor.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained (and including the premises and covenants set forth in the Purchase Agreement) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Assignment.** On the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned Marks, together with (a) all goodwill of the business associated with or symbolized by the trademarks, service marks, trade names, trade dress, corporate names, logos, domain names, URLs and any other source identifiers of any kind or nature, in each case whether or not registered, included in the Assigned Marks, (b) all common law rights therein and in any elements of the Assigned Marks, including underlying word marks and design components, in each case to the extent permitted under applicable law, (c) all registrations that may be granted in any of the foregoing, (d) all extensions and renewals of the foregoing, (e) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, dilution or other violation of the Assigned Marks, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor, and (f) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Marks and the right to receive such income, royalties and payments, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. **Recordation.** Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office or any other official of any applicable governmental authority to record Assignee as

owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Further Assurances. As may be necessary and without further consideration, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement or as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby, including by executing and delivering further assignments for the purpose of evidencing, perfecting and recording the assignment of the Assigned Marks in any jurisdictions, such assignments to be in a form reasonably satisfactory to Assignee and sufficient for recordation in the relevant jurisdiction. If Assignor fails to promptly take or execute any of the actions or documents described in this Section 3 after written request by Assignee, Assignor hereby constitutes and appoints Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Agreement.

4. Waiver; Amendment. Neither this Agreement nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties.

5. Section Headings. The section headings contained in this Agreement and the schedule thereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Third Party Rights. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, other than the parties hereto and their respective successors, any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

9. Recitals. The above recitals are incorporated herein as if set forth at length below.

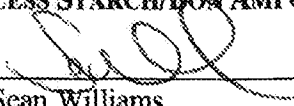
10. Conflict with Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event of any inconsistency between the statements in the body of this Agreement, and those in the Purchase Agreement, or the exhibits and schedules hereto and thereto, the statements in the body of the Purchase Agreement will control.

[Signature Pages Follow]

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

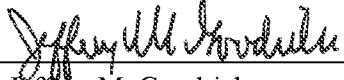
ASSIGNOR

FAULTLESS STARCH/BON AMI COMPANY

By: 
Name: Sean Williams
Title: President

ASSIGNEE

GENERAL TOOLS & INSTRUMENTS COMPANY LLC

By: 

Name: Jeffrey M. Goodrich

Title: Vice President, Secretary and Treasurer

SCHEDULE A

ASSIGNED MARKS

Mark	Country	Reference Number	Registration Date	Registration Number
ALUMINIRON	United States	0506384.0831	12/12/2017	5,355,581
GARDEN CLAW	China	0506384.0726.0001	1/14/2011	6089648
	Mexico	0506384.0568	4/12/1994	456831
	United States	0506384.0726	8/19/2003	2,753,300
GARDEN WEASEL	Australia	0506384.0956	1/9/2020	1992690
	Canada	0506384.0007.0002	6/4/2009	741421
	European Union	0506384.0748	4/26/2011	9413543
	Mexico	0506384.0007.0003	7/17/2008	1050390
	Taiwan	0506384.0007.0001	1/1/2008	1294663
GARDEN WEASEL and Design	United States	0506384.0755	4/3/2012	4,121,280
GARDEN-WEASEL	United States	0506384.0007	1/23/1990	1,578,672
Garden Tool Design	United States	0506384.0158	1/30/1990	1,579,785
Garden Spade Design	United States	0506384.0827	1/10/2017	5,116,945
SOLUTIONS FROM THE GROUND UP	United States	0506384.0778	4/3/2012	4,121,903
WEASEL	Canada	0506384.0485.0001	10/12/1984	296037
	United States	0506384.0485	9/8/1981	1,168,093
WEED POPPER and Design	United States	0506384.0043	3/16/1982	1,192,024
WEEDBALL	European Union	0506384.0043	12/13/2011	9971219