

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM722599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waxman Consumer Products Group Inc.		03/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Homewerks Worldwide, LLC		
Street Address:	55 Albrecht Drive		
City:	Lake Bluff		
State/Country:	ILLINOIS		
Postal Code:	60044		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90667346	SHOWERSENSE	
Serial Number:	90682174	SYNC	
Serial Number:	90682127	ATTACHÉ	
CORRESPONDENCE DATA			
Fax Number:	2129860604		
<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:	2128834900		
Email:	phipdocketing@cozen.com		
Correspondent Name:	Edward M. Weisz		
Address Line 1:	175 Greenwich Street, 55th Floor		
Address Line 2:	3 World Trade Center, Cozen O'Connor		
Address Line 4:	New York, NEW YORK 10007		
ATTORNEY DOCKET NUMBER:	544790.000		
NAME OF SUBMITTER:	Edward M. Weisz		
SIGNATURE:	/Edward M. Weisz/		
DATE SIGNED:	04/20/2022		
Total Attachments: 9			
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AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY

THIS AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY (this "Assignment") is made as of March 31, 2022 (the "Effective Date"), by and between Homewerks Worldwide, LLC, a Delaware limited liability company (the "Assignee"), and Waxman Consumer Products Group Inc., a Delaware corporation (the "Assignor").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated on or about the date hereof (the "Purchase Agreement"); and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, the Assigned IP (defined below),

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Assignment, unless otherwise defined herein, shall have the meaning assigned to them in the Purchase Agreement.

2. Assignment of Intellectual Property Assets. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following intellectual property (which, for the avoidance of doubt shall not include any Excluded Assets, the "Assigned IP"):

(a) the intellectual property and intellectual property rights, including: (i) the trademarks on **Exhibit A** and all issuances, extensions, and renewals thereof (the "Trademarks"), with the goodwill of the business connected with using, and symbolized by, the Trademarks; (ii) the copyright and exclusive copyright licenses on **Exhibit B** and all issuances, extensions, and renewals thereof (the "Copyrights"); (iii) the domain names on **Exhibit C**; and (iv) the patents and patent applications on **Exhibit D** and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and any foreign counterparts of any of the foregoing including the right to claim priority and renewals thereof (the "Patents");

(b) all non-registered intellectual property relating to the Assigned IP on **Exhibits A, B, C and D** with the goodwill of the business connected with using, and symbolized by, all such non-registered intellectual property to the extent applicable;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable regarding all of the foregoing; and

(d) any and all claims and causes of action, regarding any of the foregoing, whether accruing before, on, 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.

3. Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants and agreements and the indemnities granted by Assignor. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Recordation and Further Actions. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Intellectual Property Assets to be conveyed to Assignee under this Assignment and to secure the rights assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to record, effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party except as provided in the Purchase Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Assignment shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Assignment and any claims arising out of or relating to this Assignment or the transactions contemplated by this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law principles.

7. Amendment; Waiver. This Assignment may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

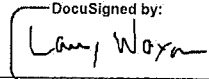
8. Counterparts; Facsimile Signatures. This Assignment and any agreements entered into in connection with this Assignment may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any counterpart, to the extent delivered by means of facsimile machine or by .pdf, .tig, .gif, .peg or similar attachment to electronic mail, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as an original signed version delivered in person.

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

ASSIGNOR:

WAXMAN CONSUMER PRODUCTS GROUP INC., a
Delaware corporation

By: 
Name: Laurence Waxman
Title: CEO

ASSIGNEE:

HOMEWERKS WORLDWIDE, LLC, a Delaware
limited liability company

By: _____
Name: Richard Wild
Title: Secretary

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

ASSIGNOR:

WAXMAN CONSUMER PRODUCTS GROUP INC., a
Delaware corporation

By: _____
Name: Laurence Waxman
Title: CEO

ASSIGNEE:

HOMEWORKS WORLDWIDE, LLC, a Delaware
limited liability company

Richard Wild
By: _____
Name: Richard Wild
Title: Secretary

Exhibit A
Trademarks

REDACTED

Pending Trademarks	Country	Date Filed
SHOWERSENSE™	US	4/23/2021
SYNC™	US	4/29/2021
ATTACHE™	US	4/29/2021

Common Law Trademarks (Unregistered Trademarks): NONE

Exhibit B

Copyrights

REDACTED

Exhibit C

REDACTED

Exhibit D

REDACTED

REDACTED