

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731461

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GHC Specialty Brands, LLC		11/15/2013	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Putmann Industries, Inc.		
<b>Street Address:</b>	320 N State Street		
<b>City:</b>	Harrison		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45030		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2504636	PROMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	5132412324		
<b>Email:</b>	sowens@whe-law.com		
<b>Correspondent Name:</b>	Sean Owens		
<b>Address Line 1:</b>	441 Vine Street Suite 2700		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	MCFE-2		
<b>NAME OF SUBMITTER:</b>	Sean K. Owens		
<b>SIGNATURE:</b>	/Sean K. Owens/		
<b>DATE SIGNED:</b>	05/31/2022		
<b>Total Attachments: 8</b>			
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of [November \_\_\_\_\_], 2013 ("Effective Date") by and among GHC Specialty Brands, LLC, a Wisconsin limited liability company ("Seller"), W.W. Grainger, Inc., an Illinois corporation ("Grainger") and Putmann Industries Inc., a [\_\_\_\_\_]an Ohio corporation ("Buyer").

### RECITALS

WHEREAS, Seller, through its McFeely's brand is engaged in the business of direct marketing of products through catalog sales and internet sales to the woodworking, handyman, home improvement, cabinetmaking and construction markets (the "McFeely's Business"); and

WHEREAS, Buyer desires to purchase from Seller and Grainger certain of the assets of Seller and Grainger exclusively related to the McFeely's Business and Seller and Grainger desire to sell such assets to Buyer; and

WHEREAS, Seller and Buyer are concurrently herewith executing that certain Web-Hosting Agreement dated as of the date hereof pursuant to which Seller is agreeing to host certain website(s) of the McFeely's Business on behalf of Buyer for the time period specified therein.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, Grainger and Buyer hereby agree as follows:

1. Purchased Assets.

(a) Assets Transferred by Seller. Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of Seller's right, title and interest in and to the following assets owned or held by Seller for use exclusively in the McFeely's Business, free and clear of all liens, other than liens for taxes not yet due and payable or that are being contested in good faith (collectively and together with the assets transferred by Grainger to Buyer pursuant to Section 1(b), the "Purchased Assets");

(i) Purchase Orders. All unfulfilled orders from the customers of the McFeely's Business (other than drop ship orders from customers of the McFeely's Business) and all outstanding bids or quotations from the customers of the McFeely's Business (collectively, "Purchase Orders") set forth on Schedule 1(a)(i) hereto, and all Purchase Orders received from customers of the McFeely's Business in the ordinary course of business from and after the date that is three (3) business days prior to the Closing Date (excluding the Closing Date). Schedule 1(a)(i) sets forth all Purchase Orders as of October 31, 2013 and will be updated as of the Closing to reflect changes between October 31, 2013 and the Closing Date in the Purchase Orders of the McFeely's Business in the ordinary course of business;

(ii) Prepaid Items. All advance payments, prepaid items (including prepaid catalog assets) and expenses exclusively related to the McFeely's Business (collectively, "Prepaid Items") set forth on Schedule I(a)(ii);

(iii) Tangible Personal Property. The machinery, equipment, tooling, furniture, supplies, materials, vehicles and other items of tangible personal property used exclusively in the conduct of the McFeely's Business set forth on Schedule I(a)(iii).

(iv) McFeely's Name. The name "McFeely's" and all derivatives and contractions thereof;

(v) Intellectual Property. The trademarks, copyrights, domain names and patents that are the subject of the Assignment of Trademarks, Assignment of Copyrights, Assignment of Domain Names and Assignment of Patents to be executed between Seller and Buyer as of the Closing and that are set forth on Schedule I(a)(v) hereto ("Intellectual Property");

(vi) Books and Records. All books and records used exclusively in the conduct of the McFeely's Business;

(vii) Marketing Materials. All artwork, advertising, promotional and marketing materials used exclusively in the conduct of the McFeely's Business, including marketing information, promotional items, sales literature, marketing plans and all photographs, images, logos, text, copy, templates, videos, electronic files, catalogs, pamphlets, postcards, internet ads, package stuffers, search terms or any other material whatsoever used to compose or that comprise a part of such marketing materials;

(viii) Catalog and Website. The McFeely's catalog and all of the world wide web and catalog content assets used exclusively in the conduct of the McFeely's Business;

(ix) Telephone and Facsimile Numbers. All telephone numbers, including all toll free numbers and facsimile numbers used exclusively in the conduct of the McFeely's Business;

(x) Customer Information. All customer files of the McFeely's Business, including all customer lists, and all information regarding orders by, mailings and emailings to, web activities of, or any other transactions with McFeely's customers prior to the date hereof;

(xi) Product Information. Current non-pricing product information with respect to the McFeely's Business, including detailed product information (including title, format and marketing descriptions), supplier part number, part number used for marketing purposes, stocking part number and all work in process with respect to product information related exclusively to the McFeely's Business;

(xii) Goodwill. All goodwill exclusively related to the McFeely's Business or any of the Purchased Assets; and

(xiii) Other Assets and Properties. All other assets and properties of Seller used exclusively in the conduct of the McFeely's Business, except as otherwise provided in Section 1(b) hereof.

(b) Assets Transferred by Grainger. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Grainger shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from Grainger, all of Grainger's right, title and interest in or to the following assets owned, acquired or held by Grainger for use in the McFeely's Business as of the Closing Date:

(i) Inventory. All raw materials, packaging materials, supplies, works in progress, finished goods and other materials included in the inventory of the McFeely's Business (collectively, the "Inventory") set forth in Schedule 1(b)(i). Schedule 1(b)(i) sets forth a correct and complete list of each item of Inventory by SKU as of October 31, 2013 and to be updated as of the Closing to reflect changes between October 31, 2013 and the Closing Date in the Inventory of the McFeely's Business in the ordinary course of business.

(c) Notwithstanding any provision in this Agreement to the contrary, neither Seller, Grainger nor any of their respective affiliates shall sell, convey, assign, transfer or deliver to Buyer, and Buyer shall not purchase or acquire from Seller, Grainger nor any of their respective affiliates any assets, properties, rights or interests of any kind or description, wherever located, real personal or mixed, tangible or intangible, not included in the Purchased Assets (collectively, "Excluded Assets"), including but not limited to the following:

(i) Real Estate. All real estate;

(ii) Accounts Receivable. All trade accounts receivable and notes receivable;

(iii) Contracts. All contracts;

(iv) Intellectual Property. All intellectual property, other than the intellectual property Intellectual Property set forth in Section 1(a)(iv) and Section 1(a)(v); and

(v) Open Drop Ship Orders. All proceeds of drop ship orders placed by customers of the McFeely's Business prior to the Closing Date.

## 2. Purchase Price.

(a) The purchase price (the "Purchase Price") for the Purchased Assets shall be (a) the assumption of the Assumed Liabilities and (b) an amount in cash equal to (i) the Net Book Value of the Prepaid Items (the "Prepaid Amount") plus (ii) the Net Book Value of the Inventory (the "Inventory Amount"). For purposes of this Agreement, "Net Book Value" means, with respect to the Inventory or the Prepaid Items, as applicable, the net book value of such Inventory or Prepaid Items as of the Closing, determined in accordance with past practices of Seller and Grainger.

(b) The Purchase Price shall be paid as follows:

IN WITNESS WHEREOF, the undersigned have caused this Asset Purchase Agreement to be duly executed as of the date first written above.

GHC SPECIALTY BRANDS, LLC



By: \_\_\_\_\_

Name: Court D. Carruthers  
Title: President

W.W. GRAINGER, INC.



By: \_\_\_\_\_

Name: Court D. Carruthers  
Title: Senior Vice President and  
Group President, Americas

PUTMANN INDUSTRIES INC.

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the undersigned have caused this Asset Purchase Agreement to be duly executed as of the date first written above.

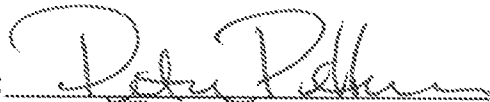
GHC SPECIALTY BRANDS, LLC

By: \_\_\_\_\_  
Name:  
Title:

W.W. GRAINGER, INC.

By: \_\_\_\_\_  
Name:  
Title:

PUTMANN INDUSTRIES INC.

By:  \_\_\_\_\_  
Name: Peter Putmann  
Title: President / CEO

Schedule 1(a)(i)

Purchase Orders

See attached file.

Peter Peltman

Peter Peltman

Peter Peltman

Peter Peter Peltman

Peter Peltman



Schedule 1(a)(ii)

Prepaid Items

Job	Description	Program Year	In Home Month	October Prepaid Balance
B-UMFM3H1	B-UMFM3H1 2013 Aug Master	2013	August	44,844
B-UMFM3K1	B-UMFM3K1 2013 Oct Master	2013	October	-
				44,844

**Prepaid Catalog**

**Prepaid Advertising**

Job	Description	Tactic	In home month	Amount
B-UMFM3L1	B-UMFM3L1 2013 Postcard Nov	Direct Mail	11/4/2013	20,895
				20,895

Schedule 1(a)(v)  
Intellectual Property

Patents

1. U.S. Patent No. 6,490,950, expires 9/10/2019.
2. Canadian Patent No. 2,318,666, expires 9/11/2020. This patent is co-owned by GHC Specialty Brands, LLC and Robertson Inc. With GHC Specialty Brands, LLC's consent, Robertson Inc. entered into a licensing arrangement related to this patent with Exchange-A-Blade Ltd. and H.Paulin & Co. Ltd.; however, GHC Specialty Brands, LLC does not receive any revenue from the licensing arrangement.

Registered Trademarks

1. U.S. Trademark Reg. No. 3827049 for DO-IT-YOURSELF DOZEN, registered on August 3, 2010, owned by GHC Specialty Brands, LLC.
2. U.S. Trademark Reg. No. 3739833 for DOUBLE-DEKKER, registered on January 19, 2010, owned by GHC Specialty Brands, LLC.
3. U.S. Trademark Reg. No. 3827040 for MCFEELY'S, registered on August 3, 2010, owned by GHC Specialty Brands, LLC.
4. U.S. Trademark Reg. No. 3739835 for POCKETMAX, registered on January 19, 2010, owned by GHC Specialty Brands, LLC.
5. U.S. Trademark Reg. No. 3739834 for PROMASTER, registered on January 19, 2010, owned by GHC Specialty Brands, LLC.
6. U.S. Trademark Reg. No. 2504636, for PROMAX, registered on November 6, 2001, owned by GHC Specialty Brands, LLC.
7. U.S. Trademark Reg. No. 3739832, for SUPER-SORTMENT, registered on January 19, 2010, owned by GHC Specialty Brands, LLC.

Registered Copyrights

Copyrighted Work	REG #
McFeely's Catalog #07G	TX6-874-228
McFeely's Catalog #M7K1	TX6-876-101
McFeely's Catalog #M7L1	TX6-991-135
Mc Feely's Catalog #M8A1	TX6-844-102
Mc Feely's Catalog #M8C1	TX7-008-253
McFeely's Catalog #M8E1	TX7-000-996
McFeely's Catalog #M8E2	TX7-001-062

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