

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM800297

<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>
Waxman Consumer Products Group Inc.		03/31/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Homewerks Worldwide, LLC		
<b>Street Address:</b>	55 Albrecht Drive		
<b>City:</b>	Lake Bluff		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60044		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2478282	SILENT FLUSH	
Registration Number:	2567408	BODY MOODS	
Registration Number:	0959654	PLUMB CRAFT	
Registration Number:	1795479	PLUMBKING	
Registration Number:	1822584	SILENT SAM	
Registration Number:	2975446	HYDROSPIN	
Registration Number:	1919552	AQUALIFE	
Registration Number:	3126839	EXPERIENCE THE SENSATION OF SPIRALING WA	
Registration Number:	5060835	MAXCLEAN	
Registration Number:	5065039	TWISTJET SPIRALING WATER TECHNOLOGY	
Registration Number:	3220700	RAINSPLASH	
Registration Number:	2075697	PLUMBER'S CHOICE	
Registration Number:	3276981	THE DRENCH ZONE	
Registration Number:	5633632	MAXCLEAN CYCLONE FORCE	
Registration Number:	0885724	MR. FLAPPER	
Registration Number:	3878365	PERFECT FLUSH	
Registration Number:	5765280	THERASPIN	
Registration Number:	5765281	THERASPIN SPRAY	
Registration Number:	1824318	SPRAY SENSATIONS	

OP \$490.00 2478282

**CORRESPONDENCE DATA****Fax Number:** 2129860604

*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.*

**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

<b>ATTORNEY DOCKET NUMBER:</b>	00544790
<b>NAME OF SUBMITTER:</b>	Edward M. Weisz
<b>SIGNATURE:</b>	/Edward M. Weisz/
<b>DATE SIGNED:</b>	04/04/2023

**Total Attachments: 9**

source=Waxman - Agreement to Assign Intellectual Property#page1.tif

source=Waxman - Agreement to Assign Intellectual Property#page2.tif

source=Waxman - Agreement to Assign Intellectual Property#page3.tif

source=Waxman - Agreement to Assign Intellectual Property#page4.tif

source=Waxman - Agreement to Assign Intellectual Property#page5.tif

source=Waxman - Agreement to Assign Intellectual Property#page6.tif

source=Waxman - Agreement to Assign Intellectual Property#page7.tif

source=Waxman - Agreement to Assign Intellectual Property#page8.tif

source=Waxman - Agreement to Assign Intellectual Property#page9.tif

## 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.

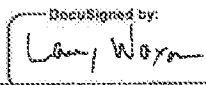
8. Counterparts; Facsimile Signatures. This Assignment and any agreements entered into in connection with this Assignment may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any counterpart, to the extent delivered by means of facsimile machine or by .pdf, .tiff, .gif, .png 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.

*[The Remainder of this Page Intentionally Left Blank]*

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:

HOMEWERKS WORLDWIDE, LLC, a Delaware  
limited liability company

*Richard Wild*  
By: \_\_\_\_\_  
Name: Richard Wild  
Title: Secretary

# Exhibit A

## Trademarks

### Registered Trademarks:

Trademarks	Country	Trademark Number	Reg. Date	Renewal Date
SILENT FLUSH®	US	2,478,282	8/14/2001	8/14/2021
BODY MOODS®	US	2,567,408	5/7/2002	5/7/2022
PLUMB CRAFT®	US	959,654	5/29/1973	5/29/2023
Plumb King®	US	1,795,479	9/28/2003	9/28/2023
Silent Sam®	US	1,822,584	2/22/2004	2/22/2024
Spray Sensations®	US	1,824,318	3/1/2004	3/1/2024
HYDROSPIN®	US	2,975,446	7/26/2005	7/26/2025
AquaLife®	US	1,919,552	9/19/1995	9/19/2025
Experience the Sensation of Spiraling Water!®	US	3,126,839	8/8/2006	8/8/2026
MAXCLEAN®	US	5,060,835	10/11/2016	10/11/2026
TWISTJET SPIRALING WATER TECHNOLOGY®	US	5,065,039	10/18/2016	10/18/2026
Rainsplash®	US	3,220,700	3/20/2007	3/20/2027
Plumber's Choice®	US	2,075,697	7/1/1997	7/1/2027
Drench Zone®	US	3,276,981	8/7/2007	8/7/2027
MAXCLEAN CYCLONE FORCE®	US	5,633,632	12/18/2018	12/18/2028
Mr. Flapper®	US	885,724	2/10/1970	2/10/2030
Perfect Flush®	US	3,878,365	11/23/2010	11/23/2030
THERASPIN	US	5,765,280	05/28/2019	5/28/2029
THERASPIN SPRAY	US	5,765,281	05/28/2019	5/28/2029

### Pending Trademarks:

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**

Registered Copyright: NONE

Common Law Copyrights (Unregistered Copyrights): NONE



**Exhibit C**

**Domains**

None.

# Exhibit D

## Patents/Patent Applications

### Patents:

Patents	Country	Patent Number	Reg. Date	Expiration Date
Sink Plunger	US	D 613,468	4/6/2010	4/6/2024
Faucet Spout	US	D 622,362	8/24/2010	8/24/2024
Faucet Handle	US	D 624,159	9/21/2010	9/21/2024
Shower Fixture	US	D 699,325	2/11/2014	2/11/2028
Showerhead	US	D 705,392	pending	5/20/2028
Showerhead	US	D 705,393	pending	5/20/2028
Showerbar	US	D 705,900	pending	5/27/2028
Showerhead (Daisy)	US	D 705,897	pending	5/27/2028
Showerhead	US	D 705,896	pending	5/27/2028
Plunger D749280	US	D 749280	2/9/2016	2/9/2030
Plunger Drip Tray	US	D 771,970	12/2/2014	11/22/2030
Fluid Collection Stand	US	D 787,368	12/23/2017	5/23/2031
Showerhead Filter Cartridge	US	D 791,276	7/4/2017	7/4/2032
Plunger	US	D 814,721	12/3/2015	4/3/2033
Showerhead Face	US	D 861,129	5/11/2018	5/11/2034
Showerhead Face	US	D 864,350	10/22/2019	10/22/2034
Toilet Seal	US	D 873,395	1/21/2020	1/21/2035
Toilet Seal	US	D 886,254	6/2/2020	6/2/2035
Revolving Spray Shower Head	Mexico	255,712	5/28/2008	7/8/2024
Telescoping Plunger	Canada	2,475,843	7/15/2008	7/27/2024
Revolving Spray Shower Head	US	7,111,795	9/26/2006	8/6/2024
Rotating Toilet Tool Holder	US	7,185,759	3/24/2007	3/24/2025
Pipe Hanger with Integral Tie Strap Channel (US)	US	7,429,020	9/30/2008	3/3/2026
Wall Shower Bar Assembly	US	9,410,309	08/09/2016	2/23/2034
Flow Diverter and Operation of Same (Non-Provisional)	US	9,376,790	06/28/2016	5/2/2034
Showerhead with Filter Cartridge Assembly	US	10159991	02/25/2018	2/15/2036
Toilet Plunger	US	10287763	08/29/2017	8/29/2037
Fill Valve Assembly	US	10,202,746	02/12/2019	02/12/2039

### Patent Applications:

Pending Patents	Country	Date Filed
Combination Handheld Showerhead with Positionable Fixed Showerhead S/N#63/285,148	US	12/2/2021
Handheld Shower Assembly S/N#16/414,174	US	5/16/2019
Handheld Showerhead w/Push-Button Release Mechanism S/N#62/934,072		11/12/2019
Handheld Showerhead w/Push-Button Release Mechanism	US	5/11/2021
Handheld Showerhead w/Push-Button Release Mechanism	US	11/4/2020

Handheld Showerhead w/Push-Button Release Mechanism S/N#63/031,728	US	5/29/2020
Showerhead with Multiple Pairs of Nozzles that Actuate Sequentially in a Loop	US	6/17/2021
Showerhead with Multiple Pairs of Nozzles that Actuate Sequentially in a Loop	CA	6/23/2021
Showerhead with Multiple Pairs of Nozzles that Actuate Sequentially in a Loop	China	3/22/2019
Shower with Pause Setting S/N#16/874,798	US	5/15/2020
Shower with Pause Setting S/N#62/848,142	US	5/15/2019