

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM861844

<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>
Roberts Consolidated Industries, Inc.		10/04/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Q.E.P. CO. U.K. LIMITED		
<b>Street Address:</b>	The Maltsters, Wetmore Road		
<b>City:</b>	Burton-On-Trent		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	DE14 1LS		
<b>Entity Type:</b>	private limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4131101	E	
<b>Registration Number:</b>	4552316	E	
<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>	2126843900		
<b>Email:</b>	efiling@grr.com		
<b>Correspondent Name:</b>	David D. Rodrigues		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 2:</b>	Gottlieb, Rackman & Reisman P.C.		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	6924/011		
<b>NAME OF SUBMITTER:</b>	David D. Rodrigues		
<b>SIGNATURE:</b>	/drodrigues/		
<b>DATE SIGNED:</b>	12/18/2023		
<b>Total Attachments: 20</b>			
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page1.tif			
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page2.tif			

CH \$65.00 4131101

source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page3.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page4.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page5.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page6.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page7.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page8.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page9.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page10.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page11.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page12.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page13.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page14.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page15.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page16.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page17.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page18.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page19.tif  
source=QEP - Trade Mark Assignment - 4.10.23 EXECUTED#page20.tif

# **FREETHS**

- 
- (1) **Q.E.P. CO., INC**
  - (2) **ROBERTS HOLLAND B.V**
  - (3) **ROBERTS CONSOLIDATED INDUSTRIES, INC.**
  - (4) **PRCI S.A.S**
  - (5) **Q.E.P. CO. U.K. LIMITED**

Trade Mark Assignment

**THIS AGREEMENT** is made on

04 October 2023

**BETWEEN**

- (1) **Q.E.P. CO., INC** incorporated and registered in Delaware and whose employer identification number is 13-2983807 whose registered office is at 1001 Broken Sound Parkway, Suite A, Boca Ration, FL33487 ("**QEP INC.**")
- (2) **ROBERTS HOLLAND B.V.** incorporated and registered in the Netherlands, C/o QEP Co UK ltd, Everest Rd, Lytham St Ann, Lancashire FY8 3AZ, United Kingdom (KVK Number: 23025551) ("**Roberts Holland**")
- (3) **ROBERTS CONSOLIDATED INDUSTRIES, INC** incorporated and registered in USA (Delaware), 1001 Broken Sound Parkway, NW, Boca Raton, FL 33487 (EIN: 51-0292856) ("**Roberts Consolidated**")
- (4) **PRCI S.A.S** incorporated and registered in France, AVENUE DU MOULIN DE LA JASSE – Z.A. DU LARZAT, BP 30, 34750 VILLENEUVE LES MAGUELONE, HERAULT, France (33081372600065) ("**PRCI**")

(each an "**Assignor**" and together the "**Assignors**").

- (5) **Q.E.P. CO. U.K. LIMITED** incorporated and registered in England and Wales with company number 04988177 whose registered office is at The Maltsters, Wetmore Road, Burton-On-Trent, England DE14 1LS ("**Assignee**").

**BACKGROUND**

- (A) The Assignors are the registered proprietors of the Trade Marks (defined below).
- (B) The Assignors have agreed to assign to the Assignee the Trade Marks in accordance with the terms and conditions of this Agreement.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this Agreement.

1.1. Definitions:

<b>Excluded Rights</b>	means any copyright and design rights subsisting in the trade marks listed at Schedule 6.
------------------------	---

<b>Q.E.P Inc. Marks</b>	means the trade marks listed at Schedule 4
-------------------------	--

**Q.E.P Inc. Excluded Rights** means copyright and design rights subsisting in the trade marks owned by Q.E.P Inc. listed at schedule 6.

**Roberts Consolidated Marks** means the trade marks listed at Schedule 3

**Roberts Consolidated Excluded Rights** means copyright and design rights subsisting in the trade marks owned by Roberts Consolidated listed at schedule 6.

**Roberts Holland Marks** means the trade marks listed at Schedule 2

**Roberts Holland Excluded Rights** means copyright and design rights subsisting in the trade marks owned by Roberts Holland listed at schedule 6.

**Trade Marks** means the trade marks listed at Schedule 1

**PRCI Marks** means the trade marks listed at Schedule 5

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5. References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7. A reference to **writing** or **written** includes email.
- 1.8. Any words following the terms **including, include, in particular, for example** or any similar expression is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar terms) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

**2. ASSIGNMENT**

- 2.1. In consideration of the sum of £1 inclusive of any applicable taxes, paid by the Assignee to QEP Inc. (the receipt and sufficiency of which QEP Inc. expressly acknowledges), effective from the date of this agreement QEP Inc. hereby assigns to the Assignee with full title guarantee all of its right, title and interest in and to the QEP Inc. Marks save for the Q.E.P Inc. Excluded Rights ("**QEP Inc. Assigned Rights**"), as at the date of this agreement including:

- 2.1.1. all statutory and common law rights attaching to the QEP Inc. Assigned Rights, together with the goodwill of the business relating to the goods or services in respect of which the QEP Inc. Marks are registered or used, in the relevant territory of registration; and
  - 2.1.2. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the QEP Inc Assigned Rights whether occurring before, on or after the date of this agreement.
- 2.2. In consideration of the sum of £1 inclusive of any applicable taxes, paid by the Assignee to Roberts Holland (the receipt and sufficiency of which Roberts Holland expressly acknowledges), effective from the date of this agreement Roberts Holland hereby assigns to the Assignee with full title guarantee all of its right, title and interest in and to the Roberts Holland Marks save for the Roberts Holland Excluded Rights ("**Roberts Holland Assigned Rights**"), as at the date of this agreement Including:
  - 2.2.1. all statutory and common law rights attaching to the Roberts Holland Assigned Rights, together with the goodwill of the business relating to the goods or services in respect of which the Roberts Holland Marks are registered or used, in the relevant territory of registration; and
  - 2.2.2. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Roberts Holland Assigned Rights whether occurring before, on or after the date of this agreement.
- 2.3. In consideration of the sum of £1 inclusive of any applicable taxes, paid by the Assignee to Roberts Consolidated (the receipt and sufficiency of which Roberts Consolidated expressly acknowledges), effective from the date of this agreement Roberts Consolidated hereby assigns to the Assignee with full title guarantee all of its right, title and interest in and to the Roberts Consolidated Marks save for the Roberts Consolidated Excluded Rights ("**Roberts Consolidated Assigned Rights**"), as at the date of this agreement Including:
  - 2.3.1. all statutory and common law rights attaching to the Roberts Consolidated Assigned Rights, together with the goodwill of the business relating to the goods or services in respect of which the Roberts Consolidated Marks are registered or used, in the relevant territory of registration; and
  - 2.3.2. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off)

arising from ownership, of any of the Roberts Consolidated Assigned Rights whether occurring before, on or after the date of this agreement.

2.4. In consideration of the sum of £1 inclusive of any applicable taxes, paid by the Assignee to PRCI (the receipt and sufficiency of which PRCI expressly acknowledges) effective from the date of this agreement PRCI hereby assigns to the Assignee with full title guarantee all of its right, title and interest in and to the PRCI Marks, as at the date of this agreement Including:

2.4.1. all statutory and common law rights attaching to the PRCI Marks, together with the goodwill of the business relating to the goods or services in respect of which the PRCI Marks are registered or used, in the relevant territory of registration; and

2.4.2. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the PRCI Marks whether occurring before, on or after the date of this agreement.

### **3. LICENCE OF THE EXCLUDED RIGHTS**

3.1. QEP Inc., hereby grants to the Assignee a perpetual, irrevocable, royalty-free, sub-licensable licence to use the Q.E.P Inc. Excluded Rights for the use of the Trade Marks set out at Schedule 6.

3.2. Roberts Holland hereby grants to the Assignee a perpetual, irrevocable, royalty-free, sub-licensable licence to use the Roberts Holland Excluded Rights for the use of the Trade Marks set out at Schedule 6.

3.3. Roberts Consolidated hereby grants to the Assignee a perpetual, irrevocable, royalty-free, sub-licensable licence to use the Roberts Consolidated Excluded Rights for the use of the Trade Marks set out at Schedule 6.

### **4. ASSIGNORS UNDERTAKINGS**

4.1. The Assignors jointly and severally undertake:

4.1.1. not to challenge the validity of the Trade Marks.

4.1.2. not to challenge the Assignee's use of the Trade Marks or any use of the Trade Marks by a third party authorised by the Assignee.

4.1.3. not to use the Excluded Rights to challenge or oppose any trade mark application made by or on behalf of the Assignee and/or any trade mark registration owned by the Assignee anywhere in the world whether occurring before or after the date of this agreement.

## **5. ASSIGNEES UNDERTAKINGS**

The Assignee undertakes not to challenge the validity of the Assignors' trade marks that they own at the date of this agreement or the Excluded Rights.

## **6. FURTHER ASSURANCE**

- 6.1. At the reasonable expense of the Assignors, each Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including registration of the Assignee as registered proprietor of the Trade Marks.
- 6.2. Subject to clause 6.3 the Assignee agrees that it shall, as between the parties, have the sole responsibility to record the change of ownership (as the registered trade mark proprietor) of the Trade Marks with all relevant registries and shall do so as soon as reasonably practicable following the execution of this Agreement.
- 6.3. Subject to clause 6.4 the Assignors shall be liable for and shall pay, all costs and expenses incurred in connection with recording the change of ownership of the Trade Marks, including any official fees, legal costs, taxes and/or duties.
- 6.4. The Assignee shall ensure that costs are only incurred as necessary to record the change of ownership of the Trade Marks.
- 6.5. Where the Assignee wishes to issue proceedings against a third party based on its rights in and to the Trade Marks and the Assignee reasonably deems it beneficial for the Assignor(s) to lend their name to any such proceedings and be joined as a party to such proceedings, due to ownership of the Excluded Rights, the Assignor(s) shall do so, subject to the Assignee giving the Assignor(s) an indemnity in respect of all costs, damages and expenses that it may incur, including an award of costs against it, directly resulting from the Assignor(s) involvement in such proceedings as a result of the Assignees request.

## **7. WARRANTIES**

- 7.1. Q.E.P Inc. represents and warrants that:
  - 7.1.1. it has the right, power and authority to enter into this agreement and to assign and/or license to the Assignee the rights contemplated under this agreement;
  - 7.1.2. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Q.E.P Inc. Marks;
  - 7.1.3. each Q.E.P Inc. Mark is free from any security interest, option, mortgage, charge or lien; and



- 7.1.4. so far as Q.E.P Inc. is actually aware, each Q.E.P Inc. Mark is valid and subsisting and is not subject to any claims, proceedings, challenges, or litigation (whether actual, pending, or threatened) in relation to the ownership, use or validity of the Q.E.P Inc. Marks.
- 7.2. Roberts Holland represents and warrants that:
  - 7.2.1. it has the right, power and authority to enter into this agreement and to assign and/or license to the Assignee the rights contemplated under this agreement;
  - 7.2.2. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Roberts Holland Marks;
  - 7.2.3. Each Roberts Holland Mark is free from any security interest, option, mortgage, charge or lien; and
  - 7.2.4. so far as Roberts Holland is actually aware, each Roberts Holland Mark is valid and subsisting and is not subject to any claims, proceedings, challenges, or litigation (whether actual, pending, or threatened) in relation to the ownership, use or validity of the Roberts Holland Marks.
- 7.3. Roberts Consolidated represents and warrants that:
  - 7.3.1. it has the right, power and authority to enter into this agreement and to assign and/or license to the Assignee the rights contemplated under this agreement;
  - 7.3.2. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Roberts Consolidated Marks;
  - 7.3.3. Each Roberts Holland Mark is free from any security interest, option, mortgage, charge or lien; and
  - 7.3.4. so far as Roberts Consolidated is actually aware, each Roberts Consolidated Mark is valid and subsisting and is not subject to any claims, proceedings, challenges, or litigation (whether actual, pending, or threatened) in relation to the ownership, use or validity of the Roberts Consolidated Marks.
- 7.4. PRCI represents and warrants that:
  - 7.4.1. it has the right, power and authority to enter into this agreement and to assign and/or license to the Assignee the rights contemplated under this agreement;
  - 7.4.2. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the PRCI Marks;
  - 7.4.3. each PRCI Mark is free from any security interest, option, mortgage, charge or lien; and

7.4.4. so far as PRCI is actually aware, each PRCI Mark is valid and subsisting and is not subject to any claims, proceedings, challenges, or litigation (whether actual, pending, or threatened) in relation to the ownership, use or validity of the PRCI Marks.

**8. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on, and enure to the benefit of, the parties and their respective successors and assigns and references to any party shall include that party's personal representatives, successors and permitted assigns.

**9. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**10. LIABILITY**

The Assignor excludes all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Assigned Rights after the date of this Agreement, whether arising from negligence or otherwise.

**11. ENTIRE AGREEMENT**

11.1. The parties agree that this Agreement constitutes the entire agreement between them relating to its subject matter and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

11.2. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement. Nothing in this Agreement shall limit or exclude any liability for fraud.

## **12. VARIATION**

No variation of this Agreement shall be of any effect unless it is agreed in writing and signed by or on behalf of each party.

## **13. SEVERANCE**

13.1. Each of the provisions of this Agreement is severable. If any provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Agreement shall not in any way be affected or impaired by it.

13.2. Each of the provisions of this Agreement is severable. If any provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid.

## **14. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

## **15. THIRD PARTY RIGHTS**

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

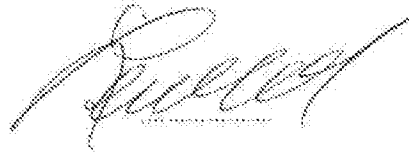
## **16. GOVERNING LAW AND JURISDICTION**

16.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

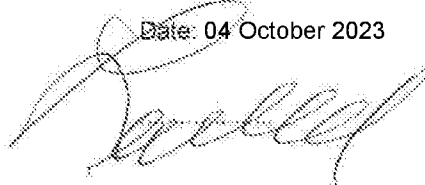
**Executed** by the parties:

Signed by  
for and on behalf of **Q.E.P. Co., INC**



Date: 04 October 2023

Signed by  
for and on behalf of **ROBERTS  
HOLLAND B.V.**



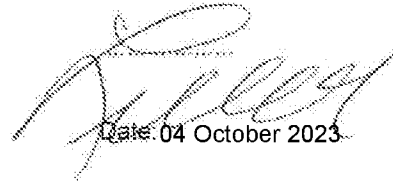
Date: 04 October 2023

Signed by  
for and on behalf of **ROBERTS  
CONSOLIDATED INDUSTRIES, INC**



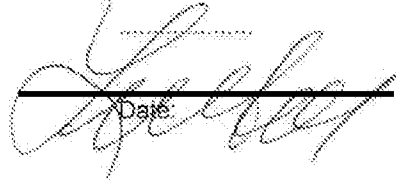
Date: 04 October 2023

Signed by  
for and on behalf of **PRCI S.A.S**



Date: 04 October 2023

Signed by  
for and on behalf of **Q.E.P. CO. U.K.  
LIMITED**



Date:

AG

**Executed** by the parties:

Signed by .....  
for and on behalf of **Q.E.P. Co., INC**

Date:

Signed by .....  
for and on behalf of **ROBERTS  
HOLLAND B.V.**

Date:

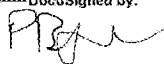
Signed by .....  
for and on behalf of **ROBERTS  
CONSOLIDATED INDUSTRIES, INC**

Date:

Signed by .....  
for and on behalf of **PRCI S.A.S**






Date:




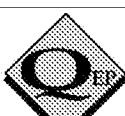






Signed by  
for and on behalf of **Q.E.P. CO. U.K.  
LIMITED**




DocuSigned by:  
  
608F47D000052428...

Date: 04 October 2023

**Schedule 1 – Trade Marks**


Mark	Number	Owner	Registry	Countries Designated
<b>ANKER-WELD</b>	295016	Roberts Holland B.V.	WIPO	Austria Egypt France Germany Hungary Italy Lichtenstein Monaco Morocco Portugal Romania San Marino Serbia Spain Switzerland
<b>ANKER-WELD</b>	35953	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
<b>BRUTUS</b>	1062496	Q.E.P. Co., Inc.	EU	
<b>BRUTUS</b>	UK00801062496	Q.E.P. Co., Inc.	UK	
	4131101	Roberts Consolidated Industries, Inc.	US	
	4552316	Roberts Consolidated Industries, Inc.	US	
	TMA849084	Roberts Consolidated Industries, Inc.	Canada	
	TMA893522	Roberts Consolidated Industries, Inc.	Canada	
<b>GROUT OUT</b>	UK00003466054	Q.E.P. Co., Inc.	UK	
<b>PLASPLUGS</b>	TMA926218	Q.E.P. Co., Inc.	Canada	
<b>QEP</b>	UK003192911	Q.E.P. Co., Inc.	UK	
<b>QEP</b>	5879564	Q.E.P. Co., Inc.	EU	
<b>QEP</b>	UK00905879564	Q.E.P. Co., Inc.	UK	
<b>QEP</b>	15873301	Q.E.P. Co., Inc.	EU	
<b>QEP</b>	UK00915873301	Q.E.P. Co., Inc.	UK	
<b>QEP</b>	2011/14433	Q.E.P. Co., Inc.	South Africa	
<b>QEP</b>	2011/14434	Q.E.P. Co., Inc.	South Africa	
<b>QEP</b>	2011/14435	Q.E.P. Co., Inc.	South Africa	
	UK00905888797	Q.E.P. Co., Inc.	UK	

	5888797	Q.E.P. Co., Inc.	EU	
	2011/14436	Q.E.P. Co., Inc.	South Africa	
	2011/14437	Q.E.P. Co., Inc.	South Africa	
	2011/14438	Q.E.P. Co., Inc.	South Africa	
	UK00001496493	Roberts Consolidated Industries, Inc.	UK	
	2071154	Roberts Consolidated Industries, Inc.	Germany	
	534454	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
	93468480	Roberts Consolidated Industries, Inc.	France	
	36005	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
	295348	Roberts Holland B.V.	WIPO	Austria Egypt France Germany Hungary Italy Liechtenstein Monaco Morocco Portugal Romania San Marino










				Serbia Spain Switzerland
<b>SMOOTHEDGE</b>	UK00000792227	Roberts Consolidated Industries, Inc.	UK	
<b>SMOOTHEDGE</b>	UK00000833674	Roberts Consolidated Industries, Inc.	UK	
<b>SMOOTHEDGE</b>	110866	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
<b>SMOOTHEDGE</b>	362018000001441	Roberts Consolidated Industries, Inc.	Italy	
<b>SMOOTHEDGE</b>	M0875972	Roberts Consolidated Industries, Inc.	Spain	
<i><u>Smoothedge</u></i>	87854	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
<i><u>Smoothedge</u></i>	295349	Roberts Holland B.V.	WIPO	Austria Egypt France Germany Hungary Italy Liechtenstein Monaco Morocco Portugal Romania San Marino Serbia Spain Switzerland
<b>TAPITON</b>	379595	Roberts Holland B.V.	Benelux	Belgium Netherlands Luxembourg
<b>TOMECANIC BÉNETIÈRE</b>	UK00917192642	PRCI	UK	
 TOMECANIC Bénétière	UK00917195249	PRCI	UK	
<b>VITREX</b>	1183472	Q.E.P. Co., Inc.	US	
<b>VITREX</b>	TMA233095	Q.E.P. Co., Inc.	Canada	
<b>VITREX</b>	2011/14441	Q.E.P. Co., Inc.	South Africa	
<b>Vitrex</b> 	5968533-8	Q.E.P. Co., Inc.	China	
<b>Vitrex</b> 	6122418	Q.E.P. Co., Inc.	China	
<b>VITREX VERSATILE</b>	TMA390279	Q.E.P. Co., Inc.	Canada	



**Schedule 2 – Roberts Holland Trade Marks**








<b>Mark</b>	<b>Number</b>	<b>Owner</b>	<b>Registry</b>	<b>Countries Designated</b>
<b>ANKER-WELD</b>	295016	Roberts Holland B.V.	WIPO	Austria Egypt France Germany Hungary Italy Lichtenstein Monaco Morocco Portugal Romania San Marino Serbia Spain Switzerland
	295348	Roberts Holland B.V.	WIPO	Austria Egypt France Germany Hungary Italy Liechtenstein Monaco Morocco Portugal Romania San Marino Serbia Spain Switzerland
<i><u>Smaatkudge</u></i>	295349	Roberts Holland B.V.	WIPO	Austria Egypt France Germany Hungary Italy Liechtenstein Monaco Morrocco Portugal Romania San Marino Serbia Spain Switzerland
<b>TAPITON</b>	379595	Roberts Holland B.V.	Benelux	Belgium Netherlands Luxembourg

**Schedule 3 to Roberts Consolidated Marks**


Mark	Number	Owner	Registry	Countries Designated
<b>ANKER-WELD</b>	35953	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
	4131101	Roberts Consolidated Industries, Inc.	US	
	4552316	Roberts Consolidated Industries, Inc.	US	
	TMA849084	Roberts Consolidated Industries, Inc.	Canada	
	TMA893522	Roberts Consolidated Industries, Inc.	Canada	
	UK00001496493	Roberts Consolidated Industries, Inc.	UK	
	2071154	Roberts Consolidated Industries, Inc.	Germany	
	534454	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
	93468480	Roberts Consolidated Industries, Inc.	France	
	36005	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
<b>SMOOTHEDGE</b>	UK00000792227	Roberts Consolidated Industries, Inc.	UK	
<b>SMOOTHEDGE</b>	UK00000833674	Roberts Consolidated Industries, Inc.	UK	
<b>SMOOTHEDGE</b>	362018000001441	Roberts Consolidated Industries, Inc.	Italy	

<b>SMOOTHEDGE</b>	110866	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
<b>SMOOTHEDGE</b>	M0875972	Roberts Consolidated Industries, Inc.	Spain	
<del><i>Smoothedge</i></del>	87854	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg


**Schedule 4 QEP Inc. Trade Marks**

Mark	Number	Owner	Registry
BRUTUS	1062496	Q.E.P. Co., Inc.	EU
BRUTUS	UK00801062496	Q.E.P. Co., Inc.	UK
GROUT OUT	UK00003466054	Q.E.P. Co., Inc.	UK
PLASPLUGS	TMA926218	Q.E.P. Co., Inc.	Canada
QEP	UK003192911	Q.E.P. Co., Inc.	UK
QEP	5879564	Q.E.P. Co., Inc.	EU
QEP	UK00905879564	Q.E.P. Co., Inc.	UK
QEP	15873301	Q.E.P. Co., Inc.	EU
QEP	UK00915873301	Q.E.P. Co., Inc.	UK
QEP	2011/14433	Q.E.P. Co., Inc.	South Africa
QEP	2011/14434	Q.E.P. Co., Inc.	South Africa
QEP	2011/14435	Q.E.P. Co., Inc.	South Africa
	UK00905888797	Q.E.P. Co., Inc.	UK
	5888797	Q.E.P. Co., Inc.	EU
	2011/14436	Q.E.P. Co., Inc.	South Africa
	2011/14437	Q.E.P. Co., Inc.	South Africa
	2011/14438	Q.E.P. Co., Inc.	South Africa
VITREX	1183472	Q.E.P. Co., Inc.	US
VITREX	TMA233095	Q.E.P. Co., Inc.	Canada
VITREX	2011/14441	Q.E.P. Co., Inc.	South African
<b>Vitrex</b> 	5968533-8	Q.E.P. Co., Inc.	China
<b>Vitrex</b> 	6122418	Q.E.P. Co., Inc.	China
VITREX VERSATILE	TMA390279	Q.E.P. Co., Inc.	Canada

**Schedule 5 PRCI Trade Marks**

<b>Mark</b>	<b>Number</b>	<b>Owner</b>	<b>Registry</b>
<b>TOMECANIC BÉNETIÈRE</b>	UK00917192642	PRCI	UK
 TOMECANIC bénéfère	UK00917195249	PRCI	UK

**Schedule 6 – Trade Marks (Excluded Rights)**

Mark	Number	Owner	Registry	Countries Designated
	UK00905888797	Q.E.P. Co., Inc.	UK	
	5888797	Q.E.P. Co., Inc.	EU	
	2011/14436	Q.E.P. Co., Inc.	South Africa	
	2011/14437	Q.E.P. Co., Inc.	South Africa	
	2011/14438	Q.E.P. Co., Inc.	South Africa	
	UK00001496493	Roberts Consolidated Industries, Inc.	UK	
	2071154	Roberts Consolidated Industries, Inc.	Germany	
	534454	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
	93468480	Roberts Consolidated Industries, Inc.	France	
	36005	Roberts Consolidated Industries, Inc.	Benelux	Belgium Netherlands Luxembourg
	295348	Roberts Holland B.V.	WIPO	Austria Egypt France Germany Hungary Italy Liechtenstein Monaco Morocco Portugal Romania San Marino Serbia Spain Switzerland