

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Spongetech Inc		07/07/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spongeables LLC		
<b>Street Address:</b>	8507 South La Cienega Blvd.		
<b>City:</b>	Inglewood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90301		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3255119	BEYOND CLEANSING	
Registration Number:	3215055	SPONGELLÉ	
Registration Number:	2989423	SOAP 'N SPONGE ALL IN ONE	
Registration Number:	3363107	SPONGEABLES	
Registration Number:	3001166	SOAP 'N SPONGE ALL IN ONE	
Registration Number:	2964710	SOAP 'N SPONGE ALL IN ONE	
Registration Number:	3177767	SPONGEABLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)223-8259		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-223-8200		
<b>Email:</b>	trademarks@cosmeticslaw.com		
<b>Correspondent Name:</b>	Louis Paul		
<b>Address Line 1:</b>	420 East 61st Street, 8E		
<b>Address Line 4:</b>	New York, NEW YORK 10065		

**OP \$190.00 3255119**

ATTORNEY DOCKET NUMBER:	548-2000 -- 7 ASSIGNMENTS
NAME OF SUBMITTER:	Louis C. Paul, Attorney for Assignee
Signature:	/LCP/
Date:	10/09/2009
Total Attachments: 3 source=548-2000 -- 2008.07.07 -- TM Assignment#page1.tif source=548-2000 -- 2008.07.07 -- TM Assignment#page2.tif source=548-2000 -- 2008.07.07 -- TM Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of February 1, 2007, from Spongetech, Inc., a Delaware corporation ("ASSIGNOR") to Spongeables, LLC, a Delaware limited liability company ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademarks (the "Marks") as described in Exhibit A, attached hereto and incorporated herein by reference, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

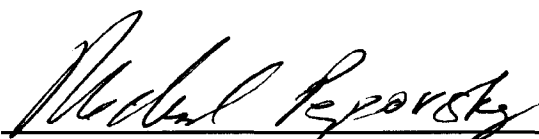
NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE:

- (i) all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered;
- (ii) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and
- (iii) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment, as of the day and year first above written.

SPONGETECH, INC.

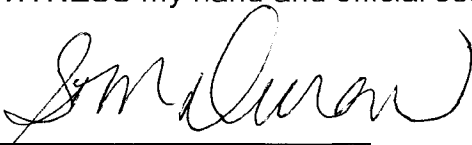
By:   
Michael Popovsky, President

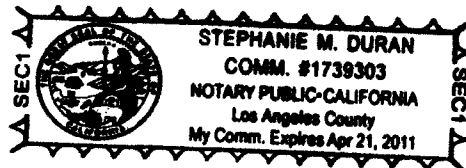
**ACKNOWLEDGEMENT**

State Of California        )  
  )  
County of Los Angeles     )

On July 1, 2008 before me, personally appeared MICHAEL POPOVSKY, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



**EXHIBIT A**

Country/Treaty	Application	Registration	Mark
United States	78/781349	3,255,119	BEYOND CLEANSING
United States	78/725620	3,215,055	SPONGELLÉ
United States	78/433734	2,989,423	SOAP 'N SPONGE ALL IN ONE
United States	78/391141	3,363,107	SPONGEABLES
United States	78/375044	3,177,767	SPONGEABLES
United States	78/374177	3,001,166	SOAP 'N SPONGE ALL IN ONE
United States	76/575040	2,964,710	SOAP 'N SPONGE ALL IN ONE
Madrid Protocol		856557	SPONGEABLES
Madrid Protocol		901113	SPONGELLÉ
Canada	1228106		SPONGEABLES