

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scepter Corporation		07/02/2014	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	CA Acquisition Inc.
Street Address:	40 King Street West
Internal Address:	Suite 4800
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 3S1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2824365	FLO 'N GO
Registration Number:	2676045	ECO
Registration Number:	2002591	ODJOB
Registration Number:	1694226	SCEPTER
Registration Number:	2474873	SCEPTER
Serial Number:	85780503	SCEPTER USA
Registration Number:	1708176	SCEPTER
Registration Number:	1771505	GARDEN GOURMET
Registration Number:	3455940	

CORRESPONDENCE DATA

Fax Number: 2163634588

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: 216.363.4677

Email: trademark@beneschlaw.com

Correspondent Name: Duncan H. Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44114

TRADEMARK

ATTORNEY DOCKET NUMBER:	37898-7
DOMESTIC REPRESENTATIVE	
Name:	Susan E. Clady
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP
Address Line 2:	200 Public Square, Suite 2300
Address Line 4:	Cleveland, OHIO 44114
NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	07/24/2014
Total Attachments: 15 source=IP Assignment_Redacted#page1.tif source=IP Assignment_Redacted#page2.tif source=IP Assignment_Redacted#page3.tif source=IP Assignment_Redacted#page4.tif source=IP Assignment_Redacted#page5.tif source=IP Assignment_Redacted#page6.tif source=IP Assignment_Redacted#page7.tif source=IP Assignment_Redacted#page8.tif source=IP Assignment_Redacted#page9.tif source=IP Assignment_Redacted#page10.tif source=IP Assignment_Redacted#page11.tif source=IP Assignment_Redacted#page12.tif source=IP Assignment_Redacted#page13.tif source=IP Assignment_Redacted#page14.tif source=IP Assignment_Redacted#page15.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT &
MORAL RIGHTS WAIVER**

WHEREAS, SCEPTER CORPORATION, an Ontario corporation, whose full post office addresses is 170 Midwest Road, Scarborough, Ontario M1P 3A9 (the "Assignor"), is the owner of the registered intellectual property and intellectual property applications listed in Schedule "A", as well as common law and unregistered intellectual property, including that listed in Schedule B as well as other common law and unregistered intellectual property owned by the Assignor (the "Intellectual Property");

AND WHEREAS CA ACQUISITION INC., a corporation incorporated pursuant to the laws of Canada, whose full postal address is 40 King Street West, Suite 5800, P.O. Box 1011, Toronto, Ontario (the "Assignee") wishes to acquire from the Assignor all of the Assignor's right, title, and interest in and to the Intellectual Property;

NOW THEREFORE, for the consideration set out in the Asset Purchase Agreement between the Assignor and Assignee (among others) dated May 30, 2014, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Assignor, by these presents does hereby sell, assign and transfer unto the Assignee, all of the Assignor's right, title and interest in and to the Intellectual Property, and, in jurisdictions where available, the right to claim damages for past infringement upon the Intellectual Property, together with the Assignor's rights to claim the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property based on the Intellectual Property.

The Assignor agrees that it will do all such things and execute all such documents as may be necessary or desirable to apply for, obtain and/or maintain the Intellectual Property and for modifications thereto worldwide, and to vest title thereto in the Assignee, its successors, assigns and legal representatives or nominees.

The Assignor hereby authorizes and requests recognition, including by any relevant intellectual property office Commissioner, of the Assignee's rights, as the assignee of the Assignor's entire rights, title and interest in and to the Intellectual Property, of sole use and benefit of the Intellectual Property, and for the use and benefit of its successors and assigns, to

the full end of the term for which rights in the Intellectual Property may be granted as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

The Assignor further hereby waives any and all moral rights it may have in the Intellectual Property.

[Signature Page Follows]

SIGNED this 2nd day of July, 2014, at _____, Ontario, Canada.

SCEPTER CORPORATION

Per: _____

Name: Robert S. Torokvei

Title: President

I have the authority to bind the partners

CA ACQUISITION INC.

Per: _____

Name: John C. Orr

Title: President

I have the authority to bind the corporation

[Signature Page to Intellectual Property Assignment]

SIGNED this 2nd day of July, 2014, at _____, Ontario, Canada.

SCEPTER CORPORATION

Per: _____

Name: Robert S. Torokvei

Title: President

I have the authority to bind the partners

CA ACQUISITION INC.

Per: _____

Name: John C. Orr

Title: President

I have the authority to bind the corporation

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

Registered IP and Filed IP Applications

PATENTS and DESIGN PATENTS:

Scepter Description	Country	Application/ Patent No.	Status	Issued Date
Siphoning Pump Apparatus	Canada	2,473,338	Issued	June 10, 2008
Container Shut Off Valve with Venting	US	7,219,693	Issued	May 22, 2007
Fluid Transfer Apparatus	US	7,422,039	Issued	September 9, 2008
Fluid Transfer Apparatus	US	7,814,941	Issued (See note in 4.11(c))	October 19, 2010
A Portable Ramp for Motor Vehicles	Canada	2,616,554	Issued	November 30, 2010
Fluid Transfer Apparatus	Canada	2,519,577	Issued	October 2, 2012
Siphoning Pump Apparatus	Canada	2,357,563	Issued	July 26, 2005
Fluid Transfer Apparatus	Canada	2,441,991	Issued	November 13, 2012
Containers with Gravity Releasable Locking Lids	US	61/914,093	Filed October 12, 2013	N/A
Membrane filtration module with adjustable header spacing	US	11/368,525	Applicati on	N/A
Portable ramp for motor vehicles	US	7,854,032	Issued	December 21, 2010
Fluid transfer apparatus	US	D516,673	Issued	March 7, 2006

Scepter Description	Country	Application/ Patent No.	Status	Issued Date
Combination fluid transfer apparatus, container and support	US	D509,559	Issued	September 13, 2005
Pole climbing and safety device	Canada	2,406,291	Issued (See note in 4.11(e))	March 27, 2007
Pole climbing and safety device	US	6,644,438	Issued (See note in 4.11(e))	November 11, 2003
Siphoning pump apparatus	US	6,412,528	Issued	December 21, 2010

INDUSTRIAL DESIGNS:

Title	Country	Appl. No./Regn No.	Registration Date
Ammunition Container -- Large Caliber 9 Pack	Canada	155317	Pending
Ammunition Container -- Large Caliber 9 Pack	Canada	155316	Pending
Ammunition Container -- Large Caliber 10 Pack	Canada	155315	Pending
Ammunition Container -- Large Caliber 10 Pack	Canada	155314	Pending
Ammunition Container -- Small Caliber 20 Pack A	Canada	155313	Pending
Ammunition Container -- Small Caliber 20 Pack A	Canada	155312	Pending
Ammunition Container -- Small Caliber 20 Pack B	Canada	155311	Pending
Ammunition Container -- Small Caliber 20 Pack B	Canada	155310	Pending

TRADEMARKS:

Trademark	Country	Appl./Regn. No.	Status	Registration Date
FLO N' GO & DESIGN	Canada	TMA648,466	Registered	September 20, 2005
FLO N GO SE	Canada	TMA620,092	Registered	September 20, 2004
FLO N GO HOMESTATION	Canada	TMA620,095	Registered	September 20, 2004
FLO N GO LE	Canada	TMA620,380	Registered	September 22, 2004
FLO 'N GO	Canada	TMA574,489	Registered	January 28, 2003
ENVIROPUMP	Canada	TMA574,495	Registered	January 28, 2003
ECO & CHECK DESIGN	Canada	TMA560,603	Registered	April 23, 2002
ODJOB & DESIGN	Canada	TMA418,069	Registered	October 15, 1993
SCEPTER	Canada	TMA240,014	Registered	February 22, 1980
SCEPTER & DESIGN	Canada	TMA355,211	Registered	April 28, 1989
SCEPTERENE & DESIGN	Canada	TMA125,833	Registered	March 23, 1962
GARDEN GOURMET	Canada	TMA403,928	Registered – Assigned to Scepter Corporation on May 29, 2014	October 23, 1992

Trademark	Country	Appl./Regn. No.	Status	Registration Date
GARDEN GOURMET & DESIGN	Canada	TMA401,177	Registered – Assigned to Scepter Corporation on May 29, 2014	August 7, 1992
FLO 'N GO	US	2824365	Registered	March 23, 2004
ECO & DESIGN	US	2676045	Registered	January 21, 2003
ODJOB	US	2002591	Registered	September 24, 1996
SCEPTER	US	1694226	Registered	June 16, 1992
SCEPTER	US	2474873	Registered	August 7, 2001
SCEPTER USA DESIGN	US	85/780,503	Allowed	
SCEPTER & DESIGN	US	1708176	Registered	August 18, 1992
GARDEN GOURMET	US	1771505	Registered (assignment recorded in favour of Scepter Corporation on June 19 2013)	May 18, 1993
DESIGN (for fuel tank connectors for watercraft)	US	3455940	Registered (on Supp. Register)	June 24, 2008
FLO N'GO DESIGN	New Zealand	684516	Registered	June 8, 2004 <small>(Deemed Date of Registration is August 14, 2003)</small>
SCEPTER	Australia	491010	Registered	July 12, 1988 <small>(Entered on Register on January 29, 1992)</small>

Trademark	Country	Appl./Regn. No.	Status	Registration Date
SCEPTER	Australia	538768	Registered	July 12, 1988 (Entered on Register on February 11, 1993)
SCEPTER	Australia	538769	Registered	July 12, 1988 (Entered on Register on November 5, 1992)
HOMESTATION	Australia	970079	Registered	September 11, 2003 (Entered on Register on March 29, 2004)
FLO N'GO DESIGN	Australia	970078	Registered	September 11, 2003 (Entered on Register on March 29, 2004)
SCEPTER	New Zealand	185402	Registered	February 26, 1991 (Deemed Date of Registration is July 8, 1988)
SCEPTER	New Zealand	190314	Registered	February 26, 1991 (Deemed Date of Registration is January 10, 1989)
SCEPTER & DESIGN	China	13255067	Pending	

TRADE NAMES

Scepter Corporation

DOMAIN NAMES

1. scepter.ca
2. scepter.com
3. sceptermarine.com
4. sceptermilitary.com
5. scepterconsumer.com
6. scepterindustrial.com

7. flongo.ca
8. sceptorusa.com
9. sceptorusa.org

SCHEDULE B

Common Law and Unregistered IP

1. [REDACTED]

2. [REDACTED]

[REDACTED]	[REDACTED]
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