

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spotless Laundry Ireland Ltd.		02/01/2016	Company: IRELAND
RECEIVING PARTY DATA			
Name:	Henkel AG & Co. KGaA		
Street Address:	Henkelstraße 67		
City:	40589 Düsseldorf		
State/Country:	GERMANY		
Entity Type:	Company: GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3400829	THE PROOF IS ON THE SHEET!	
Registration Number:	4524551		
Registration Number:	4162564	COLOUR CAPTURE	
Registration Number:	4107536	FEWER WASHES. FEWER WORRIES.	
CORRESPONDENCE DATA			
Fax Number:	2033271096		
<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>			
Phone:	2033246155		
Email:	jbutchko@ssjr.com		
Correspondent Name:	Andy I. Corea		
Address Line 1:	986 Bedford Street		
Address Line 2:	St. Onge Steward Johnston & Reens LLC		
Address Line 4:	Stamford, CONNECTICUT 06905		
ATTORNEY DOCKET NUMBER:	06398-A0003A		
NAME OF SUBMITTER:	Andy I. Corea		
SIGNATURE:	/Andy I. Corea/		
DATE SIGNED:	03/22/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Agreement ("Agreement") is made as of 1 February 2016 ("Effective Date") between

Spotless Laundry Ireland Ltd., a company duly organized and existing under the laws of Ireland, and having its registered office address at 70 Sir John Rogerson's Quay, Dublin 2, Ireland, and its principle place of business at Henkelstr. 67, 40589 Düsseldorf, Germany ("Transferor")

and

Henkel AG & Co. KGaA, a company duly organized and existing under the laws of Germany, and having its principle place of business at Henkelstr. 67, 40589, Düsseldorf, Germany (hereinafter "Transferee").

WHEREAS, Transferee's previous company name was Little Island Patents Ltd.

WHEREAS, Transferee acquired all Intellectual property of Punch Industries on 1 September 2015.

WHEREAS, Transferee is interested in acquiring from Transferor and Transferor is willing to assign to Transferee in return for the consideration stated in this Agreement all of Transferor's right, title and interest to the Intellectual Property (as defined below).

WHEREAS, Transferee and Transferor desire to execute this Agreement as part of Henkel's global business strategy of consolidating the ownership and management of its intellectual property in Germany.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and intending to be legally bound, the parties agree as follows:

Section 1. Purchase and Sale; Assignment.

1.1 On the Effective Date, Transferor shall sell, convey, transfer and assign to Transferee, and Transferee shall purchase and acquire from Transferor, with respect to Transferor's business, all right, title (legal and beneficial) and interest in and to any and all patents, registered trademarks, registered designs, applications for any of the foregoing, trade and business names, unregistered trademarks, logos, know-how (including, but not limited to inventions, confidential information, ideas, technology (including technology in development), innovations, creations, concepts, development drawings, research, analysis, experiments, data, formulas, instruction manuals, enhancements, updates, methods, procedures, processes, process technology, specifications, systems, techniques, recipes, manufacturing requirements, flow charts, quality control standards and other information for which no registration, record or right as patent, copyright, industrial design or similar proprietary right has been obtained or applied) trade and business secrets, copyrights, rights in designs, inventions, and rights of the same or similar effect or nature, in any part of the world (whether or not capable of protection by registration) the "Intellectual Property" including but limited as listed in the Schedules to this Agreement.

1.2 For the avoidance of doubt, the Intellectual Property does not include any right or interest to any Intellectual Property that is licenced by Transferor from any third party.

Section 2. Purchase Price, Payment.

In consideration of the sale, conveyance, transfer and assignment of the Intellectual Property by the Transferor, Transferee shall pay to Transferor the sum of

(the "Purchase Price") on or before the Effective Date if not agreed otherwise.

Section 3. Conditional Assignment and Preparation and Recordation of Assignments.

3.1 Transferor, as of the Effective Date, hereby sells, transfers and assigns to Transferee all of its right, title and interest to the Intellectual Property, and upon receipt of the Purchase Price will deliver completed assignments to effect the transfers in the relevant registers.

3.2 In the event that any assignment document for the Intellectual Property executed and delivered by Transferor is not in a form required to effect and record the assignment made pursuant to this Agreement, Transferor shall cooperate with Transferee in executing on behalf of itself or, if necessary, trying to obtain the execution of any further documents reasonably required by Transferee to effect and record said assignment.

Section 4. Representations and Warranties.

4.1 Transferor represents and warrants to Transferee that it exclusively owns all right, title, and interest in and to the Intellectual Property; it has the full right, power, and authority to assign its rights under this Agreement; fulfillment of this Agreement by Transferor does not violate any agreement, requirement, or other obligation of Transferor to any third party; the Intellectual Property is free of any liens, encumbrances, security interests, and restrictions on transfer; it does not infringe the rights of any third party; and to the best of its knowledge and belief, there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Intellectual Property.

4.2 Transferee represents and warrants to the Transferor that Transferee will bear and be solely responsible for all future costs and expenses and charges that may become payable in relation to the Intellectual Property, including the registration, maintenance and operation of such Intellectual Property in so far as the same relate to any period after the Effective Date.

Section 5. Indemnification.

In addition to any other remedies available to Transferee, Transferor hereby agrees to indemnify, defend, and hold Transferee fully harmless with respect to any claims, causes of action, liabilities, losses, costs, damages, legal fees and court costs incurred by Transferee that result in any manner from any breach by Transferor under this Agreement. This Section shall survive termination or expiration of this Agreement until termination of the statute of limitations with respect to the assertion of claims under this Agreement.

Section 6. Parties' Relationship.

Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or to make either party the agent of the other.

Section 7. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Germany.

Section 8. Entire Agreement; Amendments.

This Agreement (including the Exhibits hereto) contains the entire agreement between the parties hereto and there are no representations, warranties, inducements, promises, covenants, agreements or undertakings between the parties other than those set forth herein or which may be subsequently entered into and recorded in a writing executed by both parties hereto. No amendments to this Agreement shall be binding unless such amendments shall be in writing and duly executed by both parties hereto.

Section 9. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors, assigns and legal representatives.

Section 10. Waiver.

No waiver by either party hereto of any provision of this Agreement shall operate or be construed as a continuing waiver or as a waiver of any other provision hereof, whether or not similar, or as a waiver of any subsequent breach of any provision hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 11. Severability.

Any provision of this Agreement which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal or unenforceable in any other jurisdiction. If any covenant is deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

Section 12. Submission to Jurisdiction.

Each of the parties hereto consents to the jurisdiction of the courts of Düsseldorf, Germany, and irrevocably agrees that all actions or proceedings relating to this Agreement or any agreement or instrument executed hereunder shall be litigated in such courts.

Section 13. No Third Party Beneficiaries.

The terms of this Agreement shall be for the benefit of the parties hereto and their respective permitted successors and assigns only, and such terms shall not inure to the benefit of any other

person or other entity, it being the intention of the parties hereto that no one shall be deemed a third party beneficiary of this Agreement.

Section 14. Construction.

This Agreement shall, in all cases, be construed simply, according to its fair meaning, and not strictly for or against either party. Any section headings contained in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but which together shall constitute one and all of which together shall constitute one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. This Agreement may be executed by electronic signature or by original signatures transmitted electronically all of which shall be deemed original signatures for purposes of this Agreement.

Section 16. Notice.

All notices required or permitted by this Agreement shall be sent in writing to the other party by hand, overnight courier or telecopy or registered or certified mail, postage paid, return receipt requested, as follows:

If to Transferee to:

Henkel AG & Co. KGaA
Henkelstr. 67
40589 Düsseldorf, Germany
Attn.: Mr. Heinz Nicolas

If to Transferor, to:

Spotless Laundry Ireland Ltd.
Henkelstr. 67
40589 Düsseldorf, Germany
Attn.: Dr. Michael J. Schmitt

The foregoing addresses shall be deemed valid until the party whose address is listed above notifies the other party in writing of any change thereto. Notice will be deemed to have been given on the date the notice has been delivered by hand or by overnight courier or sent by telecopy to the telecopy number listed above for the party to whom it is sent.

Section 17. Expenses.

Each party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date above first written.

Transferor:

Spotless Laundry Ireland Ltd.

By: 

Name: Dr. Robert Risse
Title: General Manager
Date: 1 February 2016

By: 

Name: Dr. Michael J. Schmitt
Title: General Manager
Date: 1 February 2016

Transferee:

Henkel AG & Co. KGaA

By: 

Name: Heinz Nicolas
Title: Associate General Counsel
Date: 1 February 2016

By: 

Name: Joachim Renner
Title: Corporate Trademark Counsel
Date: 1 February 2016

TRADEMARKS SCHEDULE

Country	Name	Agents	E-Mail	Appl. No.	Reg. Date	Reg. No.	Expires	TM Type	CASE_PICU RE_PATH	Status	Classes	BU1	SBU1	SBU2	Owner	Team Leader	Case No.
United States	THE PROOF IS ON THE SHEET Clothes & Spectrum on the red background (in colour)	SSJR	trademark@esjr.com; patent@esjr.com	15.02.2007	25.03.2008	3400829	25.03.2018	Wordmark		Registered/Granted	3	U-W	W2C	W30	Punch Industries Limited	Nadine Haas	TM643431US0
United States	COLOUR CAPTURE FEWER WASHES, FEWER WORRIES.	SSJR	trademark@esjr.com; patent@esjr.com	27.03.2013	06.05.2014	4524351	06.05.2024	Device	U:\Patricia\Dev (cas)\Spotless\TM691081 EU0 0.JPG	Registered/Granted	21, 3	U-W	W2C	W30	Punch Industries	Nadine Haas	TM645281US0
United States	COLOUR CAPTURE FEWER WASHES, FEWER WORRIES.	SSJR	trademark@esjr.com; patent@esjr.com	01.06.2011	19.06.2012	4162564	19.06.2022	Wordmark		Registered/Granted	3	U-W	W2C	W30	Punch Industries	Nadine Haas	TM64381US0
United States	COLOUR CAPTURE FEWER WASHES, FEWER WORRIES.	SSJR	trademark@esjr.com; patent@esjr.com	15.11.2010	06.03.2012	4107536	06.03.2022	Wordmark		Registered/Granted	3	U-W	W2C	W30	Punch Industries	Nadine Haas	TM648101US0

RECORDED: 03/22/2016

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