

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Armor All/STP Products Company	11/04/2010
RECEIVING PARTY DATA	
Name:	The Clorox Company
Street Address:	1221 Broadway
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5595345
CORRESPONDENCE DATA	
Fax Number:	(510)271-1652
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(510) 271-3136
Email:	patapps@clorox.com
Correspondent Name:	The Clorox Company
Address Line 1:	1221 Broadway
Address Line 4:	Oakland, CALIFORNIA 94612
ATTORNEY DOCKET NUMBER:	570.46A
NAME OF SUBMITTER:	Ann Lee
Total Attachments: 5 source=US Assignment#page1.tif source=US Assignment#page2.tif source=US Assignment#page3.tif source=US Assignment#page4.tif source=US Assignment#page5.tif	

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made effective November 4, 2010 (the "Effective Date"), by and between The Armor All/STP Products Company, a Delaware corporation, ("Assignor") and The Clorox Company, a Delaware corporation ("Assignee"). Assignor and Assignee each are referred to herein separately as "Party" and are referred to herein collectively as the "Parties."

RECITALS

A. WHEREAS, Assignor owns all right, title and interest in and to the Assigned Patents (as defined below);

B. WHEREAS, Assignor desires to assign, and Assignee desires to receive such assignment, under the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. ASSIGNMENT

1.1 Assignment. Effective as of the Effective Date, Assignor hereby irrevocably, perpetually, and forever sells, assigns, transfers and conveys to Assignee its entire right, title and interest throughout the world in and to the Assigned Patents, including, without limitation, all powers, benefits, causes of action, remedies and other rights of Assignor relating or appertaining to the Assigned Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing). "Assigned Patents" means those patents and applications set forth on Exhibit A, together with any divisional, continuation, continuation-in-part, reexamination, substitution, reissue, extension and renewal patents and patent applications and foreign counterparts thereof.

1.2 Full Enjoyment. The Assigned Patents shall be held and enjoyed by Assignee for its and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which the Assigned Patents has or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

1.3 Further Assurances. Promptly after the Effective Date, Assignor shall execute a confirmatory assignment with respect to the Assigned Patents, of the form attached hereto as Exhibit B or as the parties may otherwise agree. Assignor agrees to take any further actions reasonably necessary to evidence or record the foregoing assignment of the Assigned Patents in the applicable government agencies.

2. PAYMENT

Assignee has paid to Assignor good, valuable and full consideration for the assignment and other obligations of Assignor pursuant to this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

3. MISCELLANEOUS

The Parties hereto acknowledge that this Agreement and Exhibits A and B attached hereto set forth the entire agreement and understanding of the Parties as to the subject matter hereto, and supersedes all prior and contemporaneous discussions, agreements and writings in respect hereto. This Agreement shall be governed by, and construed and interpreted, in accordance with the internal laws of the State of California without regard to the principles of conflicts of laws thereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimiles signatures shall have effect as if they were original signatures.

IN WITNESS WHEREOF, Assignee and Assignor have executed this Agreement by their respective duly authorized representatives.

The Clorox Company

By: 

ANGELA HILT

Name

VICE PRESIDENT - OPERATIONS

Title

The Armor All/STP Products Company

By: 

FRANK A. TATASCIO

Name

CHAIRMAN OF THE BOARD

Title

EXHIBIT A
LIST OF PATENTS AND APPLICATIONS

<u>Patent Name</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>Filing Date</u>
Method for cleaning outdoor painted/artificially stained surface	5567247	514245	Nov 25, 1992
Concrete Cleaner and Method for Cleaning Concrete	5951784	08/878,828	June 19, 1997
Double Barrel Sprayer for Selective Spraying of Water or Diluted Product and Use Thereof	5595345	08/511,142	Aug 4, 1995
Double Barrel sprayer for selective spraying of water or diluted product and use thereof	5850973	08/651,952	May 21, 1996
Method for cleaning outdoor surface such as vinyl siding	5605578	08/383,769	Feb. 3, 1995
Aqueous cleaning composition containing a chlorinated bleach, an alcohol and a surfactant	5290470	07/982,378	Nov 25, 1992

EXHIBIT B
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT

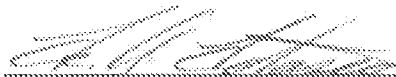
WHEREAS, The Armor All/STP Products Corporation, a Delaware corporation, with offices at 1221 Broadway ("ASSIGNOR") owns certain patent applications and/or registrations, as listed in Exhibit A attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, The Clorox Company, a Delaware corporation, with offices at 1221 Broadway ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Assignment Agreement dated November 4, 2010, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 4th day of November, 2010.

By: 

Name: FRANK A TATARSKI

Title: CHAIRMAN OF THE BOARD

EXHIBIT A
PATENTS AND APPLICATIONS

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