

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEWELL OPERATING COMPANY	09/10/2013
RECEIVING PARTY DATA	
Name:	NOVA WILDCAT BULLDOG, LLC
Street Address:	116 EXMORE ROAD
City:	MOORESVILLE
State/Country:	NORTH CAROLINA
Postal Code:	28117
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8113476
Patent Number:	7481406
Patent Number:	8141838
CORRESPONDENCE DATA	
Fax Number:	2158511420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-851-1428
Email:	philpdocketing@reedsmith.com, karmellino@reedsmith.com
Correspondent Name:	Mark T. Vogelbacker
Address Line 1:	1650 Market Street
Address Line 2:	Reed Smith LLP
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	767909.00003
NAME OF SUBMITTER:	Mark T. Vogelbacker
Signature:	/Mark T. Vogelbacker/

OP \$120.00 8113476

Date:

09/18/2013

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is made and entered into as of this 10th day of September, 2013 by and between Newell Rubbermaid Inc., a Delaware corporation (“NR”), Newell Operating Company, a Delaware corporation (“NOC”, and with NR, “Assignors”), and Nova Wildcat Bulldog, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, NR, NOC, Newell Window Furnishings, Inc., Gingham LLC, Newell Industries Canada, Inc., Newell Rubbermaid de Mexico, S. de R.L. de C.V., Newell Window Furnishings de Mexico, S. de R.L. de C.V., Newell Rubbermaid Products (Shenzhen) Co., Ltd., Irwin Industrial Tools Company Pty Ltd., Irwin Industrial Tool Company Limited, Newell Puerto Rico, Ltd., Nova Wildcat Amerock, LLC, Nova Wildcat Ashland, LLC, Assignee, Nova Wildcat Shur-Line, LLC, Nova Wildcat Drapery Hardware, LLC, Nova Wildcat Ashland Holdings, Inc., Nova Wildcat Amerock Canada Inc., Nova Wildcat Drapery Hardware Canada Inc., Nova Wildcat Bulldog Canada Inc., Nova Wildcat Shur-Line Canada Inc. and Nova Wildcat Ashland Canada Inc. are parties to that certain Stock and Asset Purchase Agreement, dated August 8, 2013, as amended (the “Purchase Agreement”);

WHEREAS, Assignors are the owners of certain (i) utility patents and applications therefor; (ii) design patents and applications therefor; (iii) utility models and applications therefor; (iv) trademark and service mark registrations and applications, and the goodwill appurtenant thereto; and (vi) registered domain names included in the Business IP, in each case listed on Exhibit A attached hereto (collectively, the “Intellectual Property”);

WHEREAS, Assignors desire to convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Intellectual Property, including without limitation the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignee desires to receive and acquire all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Pursuant to the terms of the Purchase Agreement, Assignors do hereby convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Intellectual Property, including without limitation the goodwill appurtenant thereto and the right to sue for past, present and future infringement thereof.

2. Recordation. Assignors authorize the Commissioner for Patents of the United States Patent and Trademark Office, the Commissioner for Trademarks of the United States Patent and Trademark Office and the Register of Copyrights and any other empowered governmental official in the United States and/or in relevant jurisdictions outside the United States to record and/or register this IP Assignment.

3. Further Assurances. From time to time, as and when requested by any party hereto, the other parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

6. Modification and Waiver. None of the provisions of this IP Assignment may be waived, changed or altered except in a writing executed by each of the parties hereto.

7. Effect of Agreement. To the extent that there is any conflict between the terms of this IP Assignment and the terms of that certain Bill of Sale and Assignment and Assumption Agreement, dated as of the date hereof, by and between Newell Rubbermaid Inc., on behalf of itself and in its capacity as Seller Representative, and Nova Wildcat Amerock, LLC, on behalf of itself and in its capacity as Purchaser Representative, the terms of this IP Assignment shall control. This IP Assignment is subject to all of the terms and conditions of the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and conditions set forth in the Purchase Agreement. In the event of a conflict between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall govern and control.

8. Governing Law. This IP Assignment shall be construed in accordance with and governed by the laws of the State of Delaware without regard to conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

NEWELL RUBBERMAID INC.

By: 

Name: John K. Stipanovich

Title: Executive Vice President / General Counsel

NEWELL OPERATING COMPANY

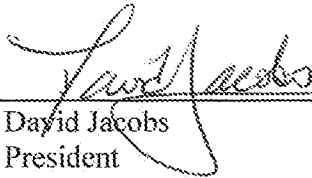
By: 

Name: John K. Stipanovich

Title: Executive Vice President / General Counsel

[Signature Page to Bulldog IP Assignment]

NOVA WILDCAT BULLDOG, LLC

By: 
Name: David Jacobs
Title: President

[Signature Page to Bulldog IP Assignment]


EXHIBIT A


ASSIGNED INTELLECTUAL PROPERTY




PATENTS




Status	Title	Country	Type	App#	Filed	Pub#	Published	Pat#	Issued	Business	Owner
Granted	HINGED PICTURE HANGER	US	ORD	12/460,165	7/14/09	2011/0012006	1/20/11	8113476	2/14/12	BULL	Newell Operating Company
Granted	PLASTIC PEGBOARD ASSEMBLY	US	ORD	11/455,952	6/20/06	20070290107A1	12/20/07	7481406	1/27/09	BULL	Newell Operating Company
Granted	ADJUSTABLE PICTURE HANGER	US	ORD	12/584,305	9/3/09	2011/0049325	3/3/11	8141838	3/27/12	BULL	Newell Operating Company

TRADEMARKS

Country	Trademark	TM Image	Status	Reg. No.	Reg. Date	App. No.	Owner
United States of America	BULL DOG		Registered	916153	13-Jul-71	72/371978	NEWELL OPERATING COMPANY
Canada	BULL DOG & DESIGN No. 3		Registered	117422	1-Apr-60	0252794	NEWELL OPERATING COMPANY
Canada	BULL DOG		Registered	114556	3-Jul-59	0240124	NEWELL OPERATING COMPANY

Country	Trademark	TM Image	Status	Reg. No.	Reg. Date	App. No.	Owner
China	BULLDOG		Registered	5199476	7-Apr-09	5199476	NEWELL OPERATING COMPANY
China	BULLDOG		Registered	5648902	14-Dec-09	5648902	NEWELL OPERATING COMPANY
China	BULLDOG		Registered	681603	14-Mar-94	93005773	NEWELL OPERATING COMPANY
Mexico	BULLDOG		Registered	954169	22-Sep-06	779475	NEWELL OPERATING COMPANY
United States of America	BULLDOG		Registered	919246	31-Aug-71	72/371976	NEWELL OPERATING COMPANY
United States of America	BULLDOG		Registered	1100552	29-Aug-78	73/109952	NEWELL OPERATING COMPANY
United States of America	BULLDOG & Design No. 1	<p>BULLDOG</p> 	Registered	1099250	15-Aug-78	73/109951	NEWELL OPERATING COMPANY

Country	Trademark	TM Image	Status	Reg. No.	Reg. Date	App. No.	Owner
United States of America	BULLDOG HARDWARE & DESIGN No. 1		Registered	3078668	11-Apr-06	78/470878	NEWELL OPERATING COMPANY
United States of America	BULLDOG HOME HARDWARE		Registered	1801847	2-Nov-93	74/272713	NEWELL OPERATING COMPANY
Taiwan	BULLDOG HOME HARDWARE & Design No. 1		Registered	669135	1-Feb-95	82032401	NEWELL OPERATING COMPANY
Taiwan	BULLDOG HOME HARDWARE & Design No. 1		Registered	672355	1-Mar-95	82032402	NEWELL OPERATING COMPANY

Country	Trademark	TM Image	Status	Reg. No.	Reg. Date	App. No.	Owner
Taiwan	BULLDOG HOME HARDWARE & Design No. 1		Registered	682514	1-Jul-95	82032404	NEWELL OPERATING COMPANY
Taiwan	BULLDOG HOME HARDWARE NOTHING HOLDS LIKE A BULLDOG & Design No. 1		Registered	653965	1-Sep-94	82032403	NEWELL OPERATING COMPANY
Taiwan	BULLDOG HOME HARDWARE NOTHING HOLDS LIKE A BULLDOG & Design No. 1		Registered	694378	16-Oct-95	82032405	NEWELL OPERATING COMPANY
United States of America	D-STRAP		Registered	2238707	13-Apr-99	75/429113	NEWELL OPERATING COMPANY
Canada	NOTHING HOLDS LIKE A BULLDOG		Registered	436174	25-Nov-94	716346	NEWELL OPERATING COMPANY
Canada	NOTHING HOLDS LIKE A BULLDOG & DESIGN		Registered	436175	25-Nov-94	0716352	NEWELL OPERATING COMPANY
United States of America	SLIDE-IT		Registered	3482149	5-Aug-08	78/665547	NEWELL OPERATING COMPANY

Country	Trademark	TM Image	Status	Reg. No.	Reg. Date	App. No.	Owner
Canada	STIC-MOUNT		Registered	434432	14-Oct-94	718542	NEWELL OPERATING COMPANY
United States of America	STIC-MOUNT		Registered	986693	25-Jun-74	72/455335	NEWELL OPERATING COMPANY

DOMAIN NAMES

Domain Name	Owner
bulldoghardware.biz	Newell Rubbermaid Inc.
bulldoghardware.com	Newell Rubbermaid Inc.