

02-19-2002



FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101985546

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): WPC Brands, Inc.

1-29-02

- Individual(s)
- General Partnership
- Corporation-State Wisconsin
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Iron Out, Inc.
Internal Address: _____

Street Address: 1515 Dividend Road

City Fort Wayne State IN ZIP 46808

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Indiana
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: August 3, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No(s)

B. Trademark Registration No.(s)

1,405,414 1,382,962

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas A. Adams

Internal Address: Baker & Daniels
Suite 800

Street Address: 111 E. Wayne Street

City Fort Wayne
State Indiana
ZIP 46802

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed (Check # 102026)

Authorized to be charged to deposit account (any additional fees)

8. Deposit account number:
02-0385 Baker & Daniels (any additional fees)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas A. Adams
Name of Person Signing

Signature

December 21, 2001
Date

Total number of pages including cover sheet: 3

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

02/15/2002 TBAZI 00000131 1405414

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011), Washington, D.C. 20503

TRADEMARK

REEL: 002444 FRAME: 0876

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT is made as of this 3rd day of August, 2000, by WPC Brands, Inc., a Wisconsin corporation (the "Assignor"), to Iron Out, Inc., an Indiana corporation (the "Assignee").

WHEREAS, the Assignor is the owner of certain trademarks, service marks, copyrights, trade dress, trade secrets, packaging designs, and other intellectual property that pertain exclusively to and are necessary for the operation of the business connected to the manufacture, distribution and sale of the products currently called DISPOSER CARE (collectively, the "IP"), including but not limited to the trademarks and trade dress and the registrations thereof (the "Registrations") listed on Exhibit A attached hereto (collectively the "Trademarks"); and

WHEREAS, the Assignee desires to acquire said IP, including the Trademarks and Registrations, along with the goodwill of the business symbolized by said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, and transfers unto the Assignee its entire right, title and interest in and to said IP, including the Trademarks and the Registrations thereof, together with the goodwill of the business symbolized by said Trademarks, and its entire right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past infringement of said IP.

Assignor further represents and warrants that it first used the Trademarks in U.S. commerce at least as early as May 21, 1984, and that since that time Assignor has used the marks continually in U.S. commerce and has not ever abandoned the use of such marks.

Assignor further agrees to provide evidence, execute such documents, provide lawful testimony, and provide such other assistance as may be reasonably requested by Assignee to perfect or enforce Assignee's rights in and to the IP.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

WPC BRANDS, INC.

By: *James R. McCann*
James R. McCann, Secretary

STATE OF WISCONSIN

) SS

MILWAUKEE COUNTY

James R. McCann, to me known to be the Secretary of WPC Brands, Inc., personally appeared before me this 3rd day of August, 2000, and acknowledged to me that he executed the foregoing Assignment of Trademark Rights on behalf of WPC Brands, Inc. and pursuant to authority duly received.

Kathryn M. Buono
Notary Public, State of Wisconsin
My Commission Is Permanent



TRADEMARK

REEL: 002444 FRAME: 0877

EXHIBIT A

TRADEMARKS

MARK	U.S. REG. NO.	REG. DATE	GOODS/SERVICES
DISPOSER CARE	1,405,414	August 19, 1986	Cleaning Preparation for garbage disposals
DISPOSER CARE	1,382,962	February 18, 1986	Deodorant/disinfectant for garbage disposals
DISPOSER CARE (and arrow design)	common law only	common law only	Cleaning and deodorizing solutions for garbage disposals
DISPOSER CARE product packaging trade dress	common law only	common law only	Cleaning and deodorizing solutions for garbage disposals