

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evriholder Products, Inc.		08/15/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Evriholder Products, LLC
Street Address:	1530 S. Lewis Street
City:	Anaheim
State/Country:	CALIFORNIA
Postal Code:	92805
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	77295644	AVOSAVER
Serial Number:	77295646	BACON GENIE
Serial Number:	77125349	BOOT MATES
Registration Number:	3473206	CORD-CLIPSTER
Serial Number:	77295671	DYNOBOX
Registration Number:	3284317	DYNOBYTES
Registration Number:	3067678	EASI-TWIST
Serial Number:	77402119	ECOMICRO
Serial Number:	77311653	EVRIHOLDER
Registration Number:	3360962	EVROMEASURE
Serial Number:	78883381	EVRISCOOP
Registration Number:	3473131	EVRICTOR N MORE
Serial Number:	77295655	EVRI TIME
Serial Number:	77346981	EVRI-TWIST

OP \$765.00 77295644

Registration Number:	2740231	FUREMOVER
Registration Number:	3062701	FUREMOVER
Registration Number:	3473132	FUZZY FEATHERS
Registration Number:	3339036	FUZZY WUZZY
Serial Number:	77346995	GLAM-GLOVES
Registration Number:	2924241	KITCHENSYNC
Serial Number:	77295649	NANA SAVER
Registration Number:	3070457	POUR 'N STORE
Serial Number:	77295647	SCENTED BEANS
Registration Number:	3219100	SCOOP-STRAINER
Serial Number:	77295656	SCRUB N RUB
Serial Number:	77123989	SHOE BEANS
Serial Number:	77123990	SLIPPER GENIE
Serial Number:	77177329	SWEETBYTES
Serial Number:	77295641	TEA TULIP
Serial Number:	77295650	T-SQUEEZE

CORRESPONDENCE DATA

Fax Number: (317)592-5453
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 317-236-5879
Email: IPDOCKET@ICEMILLER.COM
Correspondent Name: Natalie J. Dean
Address Line 1: ONE AMERICAN SQUARE
Address Line 2: SUITE 2900
Address Line 4: INDIANAPOLIS, INDIANA 46282-0200

ATTORNEY DOCKET NUMBER:	28497.0001
NAME OF SUBMITTER:	Natalie J. Dean
Signature:	/Natalie J. Dean/
Date:	11/17/2008

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of August 15, 2008 (the "Effective Date"), by and between Evriholder Products, LLC, an Indiana limited liability company ("Assignee") and Evriholder Products, Inc., a California corporation ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement, dated as of the date hereof, by and among Assignee, Assignor, Gary Seehoff and Ivan Stein (the "Contribution Agreement"); and

WHEREAS, pursuant to the terms of the Contribution Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain trademarks and Assignee is desirous of acquiring such trademarks, together with the goodwill symbolized thereby;

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Effective the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademarks and trademark applications set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby, (the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks. Subject to Section 2 below, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein and shall take all such further action, including, without limitation, making all filings with the United States Patent & Trademark Office in order to confirm, effectuate or record this assignment of the Assigned Trademarks to Assignee granted herein as Assignee may reasonably request from time to time, at Assignee's sole cost and expense.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks, at its sole cost and expense.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right,

or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Contribution Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Contribution Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Contribution Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Contribution Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Contribution Agreement, the terms and provisions of the Contribution Agreement shall govern and control.

5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

EVRIHOLDER PRODUCTS, INC.

By: 

Gary Seehoff, Chairman and Chief
Executive Officer

ASSIGNEE:

EVRIHOLDER PRODUCTS, LLC

By: 

Printed: Steve A Cobb

Title: Secretary

[Signature Page to Trademark Assignment]

Schedule A

TRADEMARKS

Trademark	Country	Application # / Date	Publication Date	Registration Number/Date	Status / Next Renewal
Avosaver	USA	77/295644			Allowance Issued July 1 2008
Avosaver	Canada	1389955			Pending
Bacon Genie	USA	77/295646	April. 1, 2008		Published
Bacon Genie	Canada	1389957			Pending
Boot Mates	USA	77/125349	March 18, 2008		Published
Cord Clipster	Canada	1340910	October 17, 2007		Published
Cord-Clipster	USA	77/138742 Mar. 23,2007	Sept. 4, 2007	3473206 July 22, 2008	Registered July 22, 2018
Dynobox	USA	77/295671 Oct. 3, 2007	Apr. 8, 2008		Published
Dynobytes	Canada	1317871 Sept. 25, 2006			Pending
Dynobytes	USA	77/005679 Sept. 22, 2006	June 12, 2007	3284317 Aug. 28, 2007	Registered Aug. 28, 2007
Easi-Twist	Canada	1243817 Jan. 17, 2005			Examiner Objection
Easi-Twist	USA	78/496586 Oct. 7, 2004	Dec. 20, 2005	3067678 Mar. 14, 2006	Registered Mar. 14, 2016
EcoMicro	USA	77/402119 Feb. 20, 2008	July 8, 2008		Published
Evriholder	Canada	1392690 Apr. 23, 2008			Pending
Evriholder	European Commun.	006857759 April 23, 2008			Pending
Evriholder	USA	77/311653 Oct. 23, 2007			Pending
Evrimasure	Canada	1314792 Aug. 29, 2006	May 30, 2007	703193 Dec. 14, 2007	Registered Dec. 14, 2022
Evrimasure	USA	78/946905 Aug. 7, 2006	Apr. 10, 2007	3360962 Dec. 25, 2007	Registered Dec. 25, 2017
Evriscoop	Canada	1305000 June 9, 2006	May 30, 2007		Published
Evriscoop	USA	78/883381 May 15, 2006	Apr. 10, 2007		Published
Evristor N More	Canada	1362477 Sept. 5, 2007			Pending
Evristor N More	USA	77/123987 Mar. 6, 2007	Sept. 4, 2007	3473131 Jul. 22, 2008	Registered Jul. 22, 2018
Evritime	Canada	1389958 Apr. 3, 2008			Pending
Evritime	USA	77/295655 Oct. 3, 2007			Pending
Evri-twist	USA	77/346981 Dec. 7, 2007	Mar. 18, 2008		Published

Furemover	Canada	1240828 Dec. 15, 2004	July 19, 2006	TMA702551 Dec. 7, 2007	Registered Dec. 7, 2022
Furemover	USA	76/456310 June 26, 2002		2740231 July 22, 2003	Registered July 22, 2013
Furemover	USA	78/496584 Oct. 7, 2004	Dec. 6, 2005	3062701 Feb. 28, 2006	Registered Feb. 28, 2016
Fuzzy Feathers	Canada	1362476 Sept. 5, 2007			Pending
Fuzzy Feathers	USA	77/123988 Mar. 6, 2007	Sept. 4, 2007	3473132 July 22, 2008	Registered July 22, 2018
Fuzzy Wuzzy	Canada	1362478 Sept. 5, 2007			Pending
Fuzzy Wuzzy	USA	77/125463 Mar. 8, 2007	Sept. 4, 2007	3339036 Nov. 20, 2007	Registered Nov. 20, 2017
Glam-Gloves	USA	77/346995 Dec. 7, 2007			Suspended
Kitchensync	Canada	1272562 Sept. 19, 2005	July 5, 2006	702952 Dec. 12, 2007	Registered Dec. 12, 2022
Kitchensync	USA	78/228713 Mar. 21, 2003	May 4, 2004	2924241 Feb. 1, 2005	Registered Feb. 1, 2015
Nana Saver	Canada	1389961 Apr. 3, 2008			Pending
Nana Saver	USA	77/295649 Oct. 3, 2007	Apr. 22, 2008		Published
Pour 'N Store	USA	78/496588 Oct. 7, 2004	Dec. 27, 2005	3070457 Mar. 21, 2006	Registered Mar. 21, 2016
Scented Beans	USA	77/295647 Oct. 3, 2007			Pending
Scoop-Strainer	USA	78/759149 Nov. 22, 2005		3219100 Mar. 13, 2007	Registered Mar. 13, 2017
Scrub N Rub	Canada	1389960 Apr. 3, 2008			Pending
Scrub N Rub	USA	77/295656 Oct. 3, 2007	Aug. 19, 2008		Published
Shoe Beans	USA	77/123989 Mar. 6, 2007	Mar. 18, 2008		Published
Slipper Genie	Canada	1362498 Sept. 5, 2007			Pending
Slipper Genie	USA	77/123990 Mar. 6, 2007	Mar. 18, 2008		Published
Sweetbytes	Canada	1345478 Apr. 27, 2007	Mar. 12, 2008		Published
Sweetbytes	USA	77/177329 May 10, 2007	Mar. 25, 2008		Published
Tea Tulip	USA	77/295641 Oct. 3, 2007	Apr. 8, 2008		Published – Allowance Issued July 1 2008
T-Squeeze	USA	77/295650 Oct. 3, 2007			Pending