

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applica Consumer Products, Inc.		04/24/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	United Pet Group, Inc.		
Street Address:	601 Rayovac Drive		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53711		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2122007	LITTER MAID	
Registration Number:	2343052	LITTER MAID	
Registration Number:	3117216	LITTER MAID	
Registration Number:	2435881	LITTERMAID	
Registration Number:	3432285	LITTERMAID	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mmakover@paulweiss.com, emendes@paulweiss.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19440-017		
NAME OF SUBMITTER:	Matthew S. Makover		

CH \$140.00 2122007

Signature:	/Matthew S. Makover/
Date:	04/24/2013
Total Attachments: 3 source=US Assignment of LITTERMAID Trademarks from Applica to UPC#page1.tif source=US Assignment of LITTERMAID Trademarks from Applica to UPC#page2.tif source=US Assignment of LITTERMAID Trademarks from Applica to UPC#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of April 24, 2013, is made by and between Applica Consumer Products, Inc., a Florida corporation ("Assignor"), and United Pet Group, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignee wishes to purchase and accept and Assignor wishes to transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed in Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings,

inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.


Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

In Witness Whereof, the parties hereto enter into this Agreement as of the date set forth above.

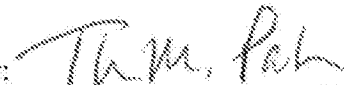
APPLICA CONSUMER PRODUCTS, INC.

By: _____


Tracy S. Wrycha
Vice President

UNITED PET GROUP, INC.

By: _____


Thomas M. Parker
Assistant Secretary

Schedule A

(Attached to and made a part of that certain Trademark Assignment dated April 24, 2013, between Applia Consumer Products, Inc., as Assignor, and United Pet Group, Inc., as Assignee.)

TITLE	COUNTRY	STATUS	APPLICATION #	REGISTRATION #
LITTER MAID	United States of America	Registered	74632968	2122007
LITTER MAID	United States of America	Registered	75649441	2343052
LITTER MAID & Design	United States of America	Registered	78688675	3117216
LITTERMAID	United States of America	Registered	75/722,055	2435881
LITTERMAID (and design)	United States of America	Registered	77/133,161	3432285

***** End of Schedule A *****