

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NIAGARA CONSERVATION CORP.		12/02/2013	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	AM CONSERVATION GROUP, INC.
<b>Street Address:</b>	2301 CHARLESTON REGIONAL PARKWAY
<b>City:</b>	CHARLESTON
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29492
<b>Entity Type:</b>	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	85796301	VARA SPA
Serial Number:	85791724	TRI-MAX
Serial Number:	85796192	RAINFALL SPA
Serial Number:	76709779	FLEX-FLOW
Serial Number:	76141576	SOAK & SOAP
Serial Number:	76700721	ECO IQ
Serial Number:	76693448	GREEN HOUSE ECO-KIT
Serial Number:	76690354	SHOWER COACH
Serial Number:	76688106	TANK BANK
Serial Number:	76688105	TOILET TANK BANK
Serial Number:	76653161	EARTH BRITE
Serial Number:	75532463	SOAP & SOAK
Serial Number:	74419738	ECO-KIT

OP \$340.00 85796301

**CORRESPONDENCE DATA**

Fax Number: 8668643947

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 973-401-7157

Email: tm@grahamcurtin.com

Correspondent Name: Harris A. Wolin

Address Line 1: Graham Curtin, PA

Address Line 2: 4 Headquarters Plaza, P.O.Box 1991

Address Line 4: Morristown, NEW JERSEY 07962-1991

ATTORNEY DOCKET NUMBER:	4993-8 (4721)
NAME OF SUBMITTER:	Harris A. Wolin
Signature:	/Harris A. Wolin/
Date:	01/08/2014

**Total Attachments: 6**

- source=Trademark Assignment (executed)#page1.tif
- source=Trademark Assignment (executed)#page2.tif
- source=Trademark Assignment (executed)#page3.tif
- source=Trademark Assignment (executed)#page4.tif
- source=Trademark Assignment (executed)#page5.tif
- source=Trademark Assignment (executed)#page6.tif

**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment") is made and entered into as of December 2, 2013 ("Effective Date"), by and between Niagara Conservation Corp., a New Jersey corporation having and an address of 45 Horsehill Road Cedar Knolls, New Jersey 07927, ("Assignor") and AM Conservation Group, Inc., a New Jersey corporation having and address of 2301 Charleston Regional Parkway Charleston, South Carolina 29492 ("Assignee").

**Recitals**

A. Assignor has adopted, and immediately prior to Closing, was the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, all common law rights with respect thereto (collectively, the "Assigned Trademarks");

B. In accordance with that certain Asset Purchase Agreement between Assignor and Assignee dated on even date herewith, Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

**Terms**

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated into and made a part of this Assignment as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the mark is used and which is symbolized by the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Trademarks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) all rights and causes of action to recover past, present and future damages, royalties, fees, profits and other relief including, but not limited to, equitable and injunctive relief ensuing from past, present and future infringement of the Assigned Trademarks, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts reasonably required to further evidence the intent and purpose of this Assignment promptly following Assignee's request therefor.

4. No Impact on Terms of Asset Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Asset Purchase Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Parties) set forth in the Asset Purchase Agreement, this Assignment being intended solely to effect the transfer of the Assigned Trademarks strictly in accordance with the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail and govern.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Intentionally Left Blank---Signature Pages Follow]



ASSIGNEE:

AM Conservation Group, Inc.

By: Todd Becknagel  
Name: Todd Becknagel  
Title: CEO

STATE OF Michigan )  
 ) ss:  
COUNTY OF Washtenaw )

The foregoing Assignment was acknowledged before me this 27<sup>th</sup> day of November, 2013 by Todd E. Becknagel, the C.E.O. of AM Conservation Group, Inc., a New Jersey corporation, on behalf of the company. He/she is personally known to me or who has produced MI Driver License (type of identification) as identification.

Parth Thoria  
NOTARY PUBLIC, STATE OF Michigan  
PARTH THORIA  
(Print, Type or Stamp Commissioned Name of Notary Public)

**PARTH THORIA**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires Dec. 14, 2013  
Acting in the County of Washtenaw

**Schedule 1**

<b>Mark</b>	<b>Serial No.</b>	<b>Filed</b>	<b>Reg. No.</b>	<b>Issue Date</b>	<b>Goods</b>
VARA SPA	85796301	6-Dec-12	N/A	N/A	IC 11: Liquid flow regulating apparatus, namely, hydraulic compensators; Plumbing fittings, namely, aerators for faucets, water diverters for toilet tanks, and faucet sprayers, all for conserving water and energy; Showerheads and components thereof; Sinks; Toilets.
TRI-MAX	85791724	30-Nov-12	N/A	N/A	IC 11: Faucet aerators; Faucet sprayers; Liquid flow regulating apparatus, namely, hydraulic compensators; Showerheads and components thereof; Sinks; Toilets
RAINFALL SPA	85796192	6-Dec-12	N/A	N/A	IC 11: Water and energy conservation products, namely, aerators, flow compensating devices, showerheads, toilets, sinks, water diverters for toilet tanks, and faucet sprayers.
FLEX-FLOW	76709779	18-Nov-11	N/A	N/A	IC 11: Water conserving faucet aerators, flow restrictors for faucets and showerheads, showerheads, toilets, sinks, faucet sprayers, and toilet tank inserts which divert and conserve water
SOAK & SOAP	76141576	5-Oct-00	2487508	11-Sep-01	IC 11: Shower nozzle.
ECO IQ	76700721	7-Dec-09	3978344	14-Jun-11	IC 9: Thermostats for use in sanitary ware, water, and energy conservation products.
GREEN HOUSE ECO-KIT	76693448	9-Oct-08	3767788	30-Mar-10	IC 11: Sanitary ware, and water and energy conservation products, namely, faucets, showerheads, toilets, sinks, water diverters for toilet tanks, and faucet aerators, and faucet sprayers.
SHOWER COACH	76690354	6-Jun-08	3566345	27-Jan-09	IC 9: Shower timers.
TANK BANK	76688106	27-Mar-08	3523024	28-Oct-08	IC 11: Water-saving bag for toilet tanks.
TOILET TANK BANK	76688105	27-Mar-08	3523023	28-Oct-08	IC 11: Water-saving bag for toilet tanks.
EARTH BRITE	76653161	9-Jan-06	3303224	2-Oct-07	IC 11: Light bulbs, showerheads, toilets, sink aerators, faucet aerators, flappers for toilet tanks, toilet dams, and water displacement bags for toilet tanks.
SOAP & SOAK	75532463	6-Aug-98	2464214	26-Jun-01	IC 11: Plumbing fitting, namely, control valve for a shower spray.

Mark	Serial No.	Filed	Reg. No.	Issue Date	Goods
ECO-KIT	74419738	2-Aug-93	2067417	3-Jun-97	IC 11: Plumbing conservation kits, comprising showerheads, aerators, water diverters for toilet tanks, leak detector tablets, and water bags for displacing water in toilet tanks; and electric light bulbs.
BI-MAX	n/a	n/a	n/a	n/a	n/a
EZ SQUEEZE	n/a	n/a	n/a	n/a	n/a