

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waxman Consumer Products Group Inc.		04/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LEAKSMART, INC.		
Street Address:	24460 Aurora Road		
City:	Bedford Heights		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4609942	LEAKSMART BY WAXMAN	
CORRESPONDENCE DATA			
Fax Number:	2166214072		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-621-2234		
Email:	CPLACKO@TAROLLI.COM		
Correspondent Name:	TAROLLI SUNDHEIM COVELL & TUMMINO LLP		
Address Line 1:	1300 EAST NINTH ST.		
Address Line 2:	GEORGE L. PINCHAK, ESQ.		
Address Line 4:	CLEVELAND, OHIO 44114		
NAME OF SUBMITTER:	George L. Pinchak		
SIGNATURE:	/George L. Pinchak/		
DATE SIGNED:	04/30/2019		
Total Attachments: 2			
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OP \$40.00 4609942

**NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
AND ASSOCIATED GOODWILL**

THIS NUNC PRO TUNC ASSIGNMENT confirms a prior Assignment having an effective date of July 1, 2017 ("Prior Assignment") between Waxman Consumer Products Group Inc., 24455 Aurora Road, Bedford Heights, Ohio 44146, a corporation organized under the laws of the State of Delaware ("Assignor"), and Leaksmart, Inc., 24460 Aurora Road, Bedford Heights, Ohio 44146, a corporation organized under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor adopted and was using in the United States the trademark LEAKSMART BY WAXMAN® ("said mark") and was the owner of associated U.S. Trademark Registration No. 4,609,942 ("said '942 Registration");

WHEREAS, Assignor wishes to confirm that Assignor, by said Prior Assignment, has assigned, transferred and conveyed to Assignee all rights, title and interest in and to said mark and said '942 Registration, including all the goodwill associated with said mark and said '942 Registration, including, but not limited to, the goodwill of the business which is symbolized by said mark and said '942 Registration, effective July 1, 2017;

WHEREAS, Assignee wishes to confirm that Assignee, by said Prior Assignment, has acquired all of Assignor's rights, title and interest in and to said mark and said '942 Registration, including all the goodwill associated with said mark and said '942 Registration, including, but not limited to, the goodwill of the business which is symbolized by said mark and said '942 Registration, effective July 1, 2017; and

WHEREAS, this Nunc Pro Tunc Assignment is executed for the purpose of confirming said Prior Assignment of July 1, 2017 and, to the extent that said Prior Assignment is deemed invalid or unenforceable for any reason, for Assignor to presently assign, transfer and convey to Assignee all rights, title and interest in and to said mark and said '942 Registration, including all the goodwill associated with said mark and said '942 Registration, including, but not limited to, the goodwill of the business which is symbolized by said mark and said '942 Registration, as of the execution date of this Nunc Pro Tunc Assignment.

NOW THEREFORE, in consideration of the compensation in an amount agreed to by Assignor and Assignee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms that Assignor did assign, transfer and convey to Assignee, in the Prior Assignment, effective July 1, 2017, all rights, title and interest in and to said mark and said '942 Registration together with the goodwill assigned with said mark and said '942 Registration, including, but not limited to, the goodwill of the business which is symbolized by said mark and said '942 Registration. To the extent that said Prior Assignment

is deemed invalid or unenforceable for any reason, Assignee hereby assigns, transfers and conveys to Assignee all rights, title and interest in and to said mark and said '942 Registration together with the goodwill assigned with said mark and said '942 Registration, including, but not limited to, the goodwill of the business which is symbolized by said mark and said '942 Registration and further including the right to sue and recover for damages and all other remedies for past infringements of said mark.

Waxman Consumer Products Group Inc.


Mark W. Wester, Senior Vice President and CFO

Execution Date: 4/29/19

Witnessed By:

Signature: 

Printed Name: SUSAN SMALL

Date: 4/29/19