

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIG TIME HOLDINGS, INC.		02/23/2015	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BIG TIME PRODUCTS, LLC		
<b>Street Address:</b>	2 Wilbanks Road		
<b>City:</b>	Rome		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30161		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 82</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3114967	BIG TIME PRODUCTS	
<b>Registration Number:</b>	3177825	BLIZZARD	
<b>Registration Number:</b>	3178515	BOXMASTER	
<b>Serial Number:</b>	86284002	BT SAFETY	
<b>Serial Number:</b>	86284029	BT SAFETY	
<b>Registration Number:</b>	3453072	CARING HANDS	
<b>Registration Number:</b>	3570354	CONTRACTOR'S CHOICE	
<b>Registration Number:</b>	4198998	CREW CHIEF	
<b>Serial Number:</b>	86080726	CUT ARMOR	
<b>Registration Number:</b>	3941819	DIGZ	
<b>Serial Number:</b>	85896861	DIRT WARRIOR	
<b>Registration Number:</b>	4553144	ELEGANT FARE	
<b>Registration Number:</b>	2956111	FIRM GRIP	
<b>Registration Number:</b>	3887165	FIRM GRIP	
<b>Registration Number:</b>	3433534	FIRM GRIP	
<b>Registration Number:</b>	4007360	FIRM GRIP	
<b>Registration Number:</b>	4086593	FIRM GRIP	
<b>Registration Number:</b>	4641914	FIRM GRIP	
<b>Registration Number:</b>	4557367	FIRM GRIP	

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Property Type	Number	Word Mark
Serial Number:	85935513	FIRM GRIP
Serial Number:	85890577	GARDEN CHEM
Serial Number:	85890588	GARDEN CHEM
Serial Number:	85890565	FIRM STEPS
Registration Number:	3115015	GEL PRO CARPENTER
Registration Number:	3101712	GEL TRADE MASTER
Registration Number:	3941820	GET YOUR DIGZ ON
Registration Number:	4010299	GET YOUR DIGZ ON
Registration Number:	3979440	GLOVE SHACK
Registration Number:	3904409	GREASE MONKEY
Registration Number:	4233281	GREASE MONKEY
Serial Number:	85920206	GREASE MONKEY
Serial Number:	86060795	GREASE MONKEY
Serial Number:	86120393	GREASE MONKEY
Serial Number:	86181955	GREASE MONKEY
Serial Number:	86307181	GREASE MONKEY
Serial Number:	86271513	GREASE MONKEY
Serial Number:	86271595	GREASE MONKEY
Serial Number:	86307202	GREASE MONKEY
Serial Number:	86271575	GREASE MONKEY
Serial Number:	86271545	GREASE MONKEY
Registration Number:	3178514	GREEN HOUSE
Registration Number:	4199731	GRIP THAT NEVER SLIPS
Registration Number:	4007399	LIL' DIGZ
Registration Number:	3962495	MEDIC'S CHOICE
Serial Number:	85864501	MONSTER GRIP
Registration Number:	3687361	NATURAL PULL
Registration Number:	4010332	NATURAL PULL
Registration Number:	4526430	NATURAL WRIST
Serial Number:	86088635	NEVER SLIP GRIP
Serial Number:	85890596	PEARL LINED
Serial Number:	86194509	PREMIUM DEFENSE
Registration Number:	3146326	PRO BUILDER
Registration Number:	4020370	PRO BUILDER
Registration Number:	3149509	PRO CARPENTER
Registration Number:	4020371	PRO CARPENTER
Registration Number:	3118035	PRO FINGERLESS
Registration Number:	4020373	PRO FINGERLESS

Property Type	Number	Word Mark
Serial Number:	86259413	PRO PROTECT
Registration Number:	3540832	PRO SITE
Registration Number:	3121626	PRO TRADE MASTER
Registration Number:	4010333	PRO TRADE MASTER
Serial Number:	86247714	RAINBRELLA
Serial Number:	86248656	RAINBRELLA
Serial Number:	85896867	ROAD WARRIOR
Registration Number:	3099013	SAFETY PRO
Registration Number:	3124809	TG
Registration Number:	3110157	THE MASON
Registration Number:	4020375	THE MASON
Registration Number:	4020381	THE PLANTER
Serial Number:	85890625	THORN SHIELD
Registration Number:	4638329	TOOL HANDLER
Registration Number:	3062221	TRADE MASTER
Registration Number:	3137085	TRUE GRIP
Registration Number:	4020382	TRUE GRIP
Serial Number:	85920213	TRUE GRIP
Serial Number:	85935522	TRUE GRIP
Registration Number:	4590015	TRUE GRIP
Registration Number:	2059162	UN-DU
Serial Number:	85890634	UTILITY PLUS
Registration Number:	3468912	WORKING HANDS
Registration Number:	3124422	YARD-HAND
Registration Number:	4020384	YARD-HAND

**CORRESPONDENCE DATA**

**Fax Number:** 4045725134  
*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.*  
**Phone:** 404 572 4600  
**Email:** trademarks@kslaw.com,vbantug@kslaw.com  
**Correspondent Name:** King & Spalding LLP  
**Address Line 1:** 1180 Peachtree Street, NE  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	21559.019001
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug
<b>SIGNATURE:</b>	/Vicky R. Bantug/
<b>DATE SIGNED:</b>	02/25/2015

**Total Attachments: 12**

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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** ("Assignment"), effective as of February 23, 2015 ("Effective Date"), is from BIG TIME HOLDINGS, INC., a Georgia corporation, having its principal offices at 2 Wilbanks Road, Rome, Georgia 30161 ("Assignor"), to BIG TIME PRODUCTS, LLC, a Georgia limited liability company, having its principal offices at 2 Wilbanks Road, Rome, Georgia 30161 ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor owns certain rights, titles and interests in and to the trademarks set forth on the schedule attached hereto as Schedule A and, based on its use of the legal entity name "Big Time Holdings," Assignor may have established common law rights in the United States of America in that name or the distinctive element "Big Time" (the trademarks listed on Schedule A and, to the extent that such common law rights exist, the name "Big Time Holdings," are collectively referred to as the "Trademarks"), including but not limited to the registrations and applications for registration of certain of the Trademarks identified on the schedule attached hereto as Schedule B, and any and all goodwill of the business in connection with which the Trademarks are used and symbolized by the Trademarks (the Trademarks, such applications and registrations, and such goodwill, collectively, the "Intellectual Property");

WHEREAS, Assignor, Assignee and certain of their Affiliates intend to enter into a LLC Purchase Agreement (the "Purchase Agreement") with NB Products Inc., a Delaware corporation, and NB Parent Company Inc., a Delaware corporation; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignee desires to acquire the Intellectual Property, and Assignor desires to assign its rights in the Intellectual Property to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, free and clear of any and all encumbrances, liens, or security interests granted to third parties, except for any and all encumbrances, liens, and security interests granted to JPMorgan Chase Bank, N.A., (i) all of Assignor's right, title and interest in and to the Intellectual Property, including the Trademarks identified on Schedule A, all registrations and applications for registrations identified on Schedule B, and all goodwill of the business in connection with which the Trademarks are used and symbolized by the Trademarks, whether registered or unregistered; (ii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, dilutions, misappropriations, or other violations of the Intellectual Property, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Intellectual Property, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made (together, the "Assigned Rights").

Upon reasonable request by Assignee, Assignor will, at the cost and expense of Assignee, timely execute and deliver additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title and interest in and to the Assigned Rights as granted to Assignee, including but not limited to country-specific or registration-specific assignment documents relating to the registrations and applications for registration identified on the attached Schedule B.

Assignor and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

*[The remainder of this page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, respectively, do hereby execute this Assignment to take effect on the Effective Date.

**ASSIGNOR:**

**BIG TIME HOLDINGS, INC.**

By: [Signature]  
Name: Walter P. Hill  
Title: CEO

Executed and accepted by:

**ASSIGNEE:**

**BIG TIME PRODUCTS, LLC**

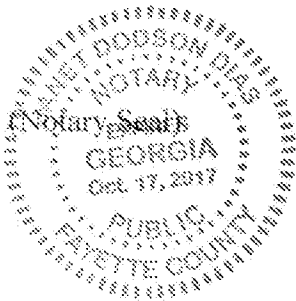
By: [Signature]  
Name: Walter P. Hill  
Title: CEO

*[Signature Page to Instrument of Assignment - Trademarks]*

STATE OF GEORGIA )  
 ) ss.  
COUNTY OF FAYETTE )

ACKNOWLEDGEMENT OF ASSIGNEE

On this 22<sup>nd</sup> day of February, 2015, before me personally appeared Henry Pizarro who, after being by me duly sworn, did depose and say that s/he is the Chief Executive Officer of Big Time Products, LLC, and acknowledged before me that s/he executed the foregoing instrument on behalf of Big Time Products, LLC with full authority to do so.



Janet Dodson Pias  
Notary Public



STATE OF GEORGIA )  
 ) ss.  
COUNTY OF FAYETTE )

ACKNOWLEDGEMENT OF ASSIGNOR


On this 24 day of February, 2015, before me personally appeared Harry Ponce who, after being by me duly sworn, did depose and say that s/he is the Chief Executive Officer of Big Time Holdings, Inc., and acknowledged before me that s/he executed the foregoing instrument on behalf of Big Time Holdings, Inc. with full authority to do so.



Jane Dobson Dial  
Notary Public

SCHEDULE A

TRADEMARKS

BIG TIME PRODUCTS
BLIZZARD
BOXMASTER
BT SAFETY
CARING HANDS
CONTRACTOR'S CHOICE
CREW CHIEF
CUT ARMOR
DIGZ
DIRT WARRIOR
ELEGANT FARE

FIRM GRIP

FIRM STEPS
GARDEN CHEM
GEL PRO CARPENTER
GEL TRADE MASTER
GET YOUR DIGZ ON
GLOVE SHACK
GORILLA GRIP
GREASE MONKEY
GREEN HOUSE
GRIP THAT NEVER SLIPS
LIL' DIGZ
MEDIC'S CHOICE
MONSTER GRIP
NATURAL PULL
NATURAL WRIST
NEVER SLIP GRIP
PEARL LINED
PREMIUM DEFENSE

PRO BUILDER
PRO CARPENTER
PRO FINGERLESS
PRO PROTECT
PRO SITE
PRO TRADE MASTER
RAINBRELLA
ROAD WARRIOR
SAFETY PRO

THE MASON
THE PLANTER
THORN SHIELD
TOOL HANDLER
TRADE MASTER
TRUE GRIP
UN-DU
UTILITY PLUS
WORKING HANDS
YARD-HAND

All other trademarks and services marks owned by Assignor and used in the business of Assignor, whether registered or unregistered, including any distinctive product configurations and distinctive packaging or trade dress and common law rights of Assignor in BIG TIME HOLDINGS and its distinctive element "BIG TIME" in the United States of America, to the extent that such rights exist and are held by Assignor.

**SCHEDULE B**

**REGISTRATIONS AND APPLICATIONS FOR REGISTRATION**

**UNITED STATES OF AMERICA**


Mark	Reg. No. App. No.	Filing Date Registration Date
BIG TIME PRODUCTS	78/373,703	2/25/2004
	3,114,967	7/11/2006
BLIZZARD	78/410,922	4/30/2004
	3,177,825	11/28/2006
BOXMASTER	78/660,783	6/29/2005
	3,178,515	11/28/2006
BT SAFETY	85/284,002	5/16/2014
BT SAFETY	86/284,029	5/16/2014
CARING HANDS	77/310,133	10/22/2007
	3,453,072	6/24/2008
CONTRACTOR'S CHOICE	77/078,054	1/8/2007
	3,570,354	2/3/2009
CREW CHIEF	85/057,838	6/8/2010
	4,198,998	8/28/2012
CUT ARMOR	86/080,726	10/2/2013
DIGZ	77/920,492	1/26/2010
	3,941,819	4/5/2011
DIRT WARRIOR	85/896,861	4/15/2013
ELEGANT FARE	85/965,430	6/20/2013
	4,553,144	6/17/2014
FIRM GRIP	78/353,677	1/19/2004
	2,956,111	5/24/2005
FIRM GRIP	77/705,075	4/2/2009
	3,887,165	12/7/2010
FIRM GRIP	77/252,592	8/10/2007
	3,433,534	5/20/2008
FIRM GRIP	85/059,741	6/10/2010
	4,007,360	8/2/2011
FIRM GRIP	85/214,345	1/10/2011
	4,086,593	1/17/2012
FIRM GRIP	85/890,556	3/29/2013
	4,641,914	11/18/2014
FIRM GRIP	85/981,719	5/17/2013
	4,557,367	6/24/2014
FIRM GRIP	85/935,513	5/17/2013
FIRM STEPS	85/890,565	3/29/2013
GARDEN CHEM	85/890,577	3/29/2013
GARDEN CHEM	85/890,588	3/29/2013
GEL PRO CARPENTER	78/393,153	3/30/2004

Mark	Reg. No App. No.	Filing Date Registration Date
	3,115,015	7/11/2006
GEL TRADE MASTER	78/393,058 3,101,712	3/30/2004 6/06/2006
GET YOUR DIGZ ON	77/920,493 3,941,820	1/26/2010 4/5/2011
GET YOUR DIGZ ON	85/052,021 4,010,299	8/1/2010 8/9/2011
GLOVE SHACK	85/047,632 3,979,440	5/25/2010 6/14/2011
GREASE MONKEY	85/057,787 3,904,409	6/8/2010 1/11/2011
GREASE MONKEY	85/560,291 4,233,281	3/06/2012 10/30/2012
GREASE MONKEY	85/920,206	5/1/2013
GREASE MONKEY	86/060,795	9/10/2013
GREASE MONKEY	86/120,393	11/15/2013
GREASE MONKEY	86/181,955	2/1/2014
GREASE MONKEY	86/307,181	8/11/2014
GREASE MONKEY	86/271,513	5/6/2014
GREASE MONKEY	86/271,595	5/5/2014
GREASE MONKEY	86/307,202	8/11/2014
GREASE MONKEY	86/271,575	5/5/2014
GREASE MONKEY	86/271,545	5/5/2014
GREEN HOUSE	78/560,768 3,178,514	6/29/2005 11/28/2006
GRIP THAT NEVER SLIPS	85/349,648 4,199,731	5/17/2011 5/28/2012
LIL' DIGZ	85/071,528 4,007,399	6/25/2010 5/2/2011
MEDIC'S CHOICE	77/799,950 3,962,495	8/7/2009 5/17/2011
MONSTER GRIP	85/864,501	3/1/2013
NATURAL PULL	77/611,648 3,887,361	11/11/2008 9/22/2009
NATURAL PULL	85/059,811 4,010,332	6/10/2010 8/9/2011
NATURAL WRIST	85/598,789 4,525,430	8/8/2012 5/6/2014
NEVER SLIP GRIP	86/088,635	10/10/2013
PEARL LINED	85/890,596	3/29/2013
PREMIUM DEFENSE	86/194,509	2/14/2014
PRO BUILDER	76/393,460 3,146,326	3/30/2004 9/19/2006
PRO BUILDER	85/058,423 4,020,370	6/9/2010 8/30/2011
PRO CARPENTER	78/393,092	3/30/2004

Mark	Reg. No. App. No.	Filing Date Registration Date
	3,149,509	9/26/2006
PRO CARPENTER	85/058,444 4,020,371	6/9/2010 8/30/2011
PRO FINGERLESS	78/393,447 3,118,035	3/30/2004 7/18/2006
PRO FINGERLESS	85/058,462 4,020,373	6/9/2010 8/30/2011
PRO PROTECT	86/259,413	4/22/2014
PRO SITE	77/078,043 3,540,632	01/08/2007 12/02/2008
PRO TRADE MASTER	78/412,341 3,121,626	5/3/2004 7/25/2006
PRO TRADE MASTER	85/059,851 4,010,333	6/10/2010 8/9/2011
RAINBRELLA	86/247,714	4/9/2014
RAINBRELLA	86/248,656	4/10/2014
ROAD WARRIOR	85/896,867	4/5/2013
SAFETY PRO	78/393,077 3,099,013	3/30/2004 5/30/2006
	78/553,592 3,124,809	1/25/2005 8/1/2006
THE MASON	78/393,476 3,110,157	3/30/2004 6/27/2006
THE MASON	85/058,633 4,020,375	6/09/2010 8/30/2011
THE PLANTER	85/059,494 4,020,381	6/10/2010 8/30/2011
THORN SHIELD	85/890,625	3/29/2013
TOOL HANDLER	86/088,690 4,638,329	10/10/2013 11/11/2014
TRADE MASTER	78/393,046 3,062,221	3/30/2004 2/28/2006
TRUE GRIP	78/553,611 3,137,085	1/25/2005 8/29/2006
TRUE GRIP	85/059,536 4,020,382	6/10/2010 8/30/2011
TRUE GRIP	85/920,213	5/1/2013
TRUE GRIP	85/935,522	5/17/2013
TRUE GRIP	85/982,230 4,590,015	5/17/2013 8/19/2014
UN-DU	75/095415 2059162	04/29/1996 2059162
UTILITY PLUS	85/890,634	3/29/2013

Mark	Reg. No. App. No.	Filing Date Registration Date
WORKING HANDS	77/137,426 3,468,912	3/22/2007 7/15/2008
YARD-HAND	78/400,164 3,124,422	4/12/2004 8/1/2006
YARD-HAND	85/059,614 4,020,384	8/10/2010 8/30/2011

### FOREIGN JURISDICTIONS

Mark	Country Reg. No. App. No.	Filing Date Registration Date
CREW CHIEF	Canada 1,515,800	2/17/2011
DIGZ	Canada 1,561,814	1/30/2014
FIRM GRIP	Canada 1,554,988	12/5/2013
FIRM GRIP	Canada 1,563,023	2/7/2014
	Canada 1,394,721 794,480	5/8/2008 4/1/2011
GORILLA GRIP	Canada 1,528,144 831,480	5/17/2011 9/7/2012
GREASE MONKEY	Canada 1,877,170	5/15/2014
GREASE MONKEY	Canada 1,881,178	6/13/2014
GRIP THAT NEVER SLIPS	Canada 1,532,443 831,478	6/20/2011 9/7/2012
MONSTER GRIP	Canada 1,641,903	9/3/2013
PREMIUM DEFENSE	Canada 1,664,260	2/18/2014
TRUE GRIP	Canada 1,515,803 831,469	2/17/2011 9/7/2012
FIRM GRIP	China 14347498	4/10/2014
FIRM GRIP	China 14347497	4/10/2014

Mark	Country Reg. No App. No.	Filing Date Registration Date
GORILLA GRIP	China 14347494	4/10/2014
GREASE MONKEY	China 14347493	4/10/2014
GREASE MONKEY	China 14347492	4/10/2014
GREASE MONKEY	China 14347491	4/10/2014
GREASE MONKEY	China 14347490	4/10/2014
TRUE GRIP	China 14347496	4/10/2014
TRUE GRIP	China 14347495	4/10/2014
DIGZ	Mexico 1,540,804	10/22/2014
FIRM GRIP	Mexico 1,486,101	5/15/2014
GORILLA GRIP	Mexico 1,486,104	5/15/2014
GREASE MONKEY	Mexico 1,486,105	5/15/2014
GREASE MONKEY	Mexico 1,486,106	5/15/2014
NATURAL PULL	Mexico 1,540,805	10/22/2014
NATURAL PULL	Mexico 1,540,806	10/22/2014
PREMIUM DEFENSE	Mexico 1,509,863	7/24/2014
SAFETY PRO	Mexico 1,540,802	10/22/2014
TRADE MASTER	Mexico 1,540,803	10/22/2014