

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OVAL FIRE PRODUCTS CORPORATION		10/24/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OFP ACQUISITION LLC		
Street Address:	701 West Erie		
Internal Address:	c/o WaterSaver Faucet Company		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86453011	OVAL	
Serial Number:	87179590	OVAL BRAND FIRE PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	3124643111		
<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:	3124643100		
Email:	chpatent@loeb.com		
Correspondent Name:	LOEB & LOEB LLP		
Address Line 1:	321 N. CLARK		
Address Line 2:	SUITE 2300		
Address Line 4:	CHICAGO, ILLINOIS 60654		
NAME OF SUBMITTER:	JONATHAN B. THIELBAR		
SIGNATURE:	/Jonathan B. Thielbar/		
DATE SIGNED:	10/25/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "*IP Assignment*") is executed and delivered as of October 24, 2018, by and between Oval Fire Products Corporation, a Delaware corporation ("*Assignor*"), and OFP Acquisition LLC, a Delaware limited liability company ("*Assignee*").

Recitals

WHEREAS, Assignee, as a secured creditor of Assignor, foreclosed upon, among other assets of Assignor, the Assigned IP (as hereafter defined) by public foreclosure sale pursuant to Section 9-610 of the Uniform Commercial Code (the "*Public Auction*");

WHEREAS, Assignee was the winning bidder at the Public Auction and acquired all of Assignor's right, title and interest in and to, among other assets, the Assigned IP pursuant to the terms of that certain Secured Party General Conveyance and Bill of Sale dated as of the date hereof executed by Assignee in its capacity as the conveying secured creditor and the transferee of the Assigned IP; and

WHEREAS, Assignor and Assignee are entering into this IP Assignment to further evidence the conveyance of the Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Section 1. Assignment. Assignor hereby assigns, transfers, sells and conveys and confirms that it has assigned, transferred, sold and conveyed to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (collectively, the "*Assigned IP*"):

(a) the patents and patent applications identified on Schedule 1 and all provisionals, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "*Patents*");

(b) the trademark registrations and applications identified on Schedule 2 and all issuances, extensions, renewals, translations, adaptations, derivatives, and combinations thereof (the "*Trademarks*"); and

(c) all rights of any kind whatsoever of Assignor accruing with respect to the Patents or the Trademarks under applicable law of any jurisdiction, by international treaties and conventions or otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(f) all goodwill of Assignor connected with the use of, and symbolized by or associated with, the Trademarks.

Section 2. Recordation and Further Action. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this IP Assignment. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment (e.g., by recording the same in any applicable recording office) of the Assigned IP to Assignee or any assignee thereof or successor thereto.

Section 3. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).


Section 4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signatures appear on next page]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement to be signed in their respective names by their duly authorized representatives effective as of the date first above written.

ASSIGNOR:

OVAL FIRE PRODUCTS CORPORATION

By: 
Name: Kevin M. Kozlowski
Title: President

ASSIGNEE:

OFP ACQUISITION LLC

By: _____
Name: Steven Kersten
Title: Sole Manager

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement to be signed in their respective names by their duly authorized representatives effective as of the date first above written.

ASSIGNOR:

OVAL FIRE PRODUCTS CORPORATION

By: _____
Name: Kevin M. Kozłowski
Title: President

ASSIGNEE:

OFP ACQUISITION LLC

By: 
Name: Steven Kersten
Title: Sole Manager

[Signature Page to IP Assignment]


Schedule 1

Patents

PATENT	APPLICATION NO.	FILING DATE	PATENT NO.	ISSUE DATE
Regulatory Compliant Fire Extinguisher	13/833,519	March 15, 2013	9,364,696	June 14, 2016
Regulatory Compliant Standpipe Hose Valve and Connection	14/717,462	May 20, 2015	9,555,272	January 31, 2017
Fire Extinguisher	29/525,827	May 4, 2015	D760,443	June 28, 2016
Fire Extinguisher	29/525,830	May 4, 2015	D760,444	June 28, 2016
Bracket	29/523,857	April 14, 2015	D777,566	January 31, 2017

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Schedule 2
Trademarks

Trademark	Registered Owner	Registration No.	Serial No.
	Oval Fire Products Corporation	5151648	86453011
Oval Brand Fire Products	Oval Fire Products Corporation		87179590

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