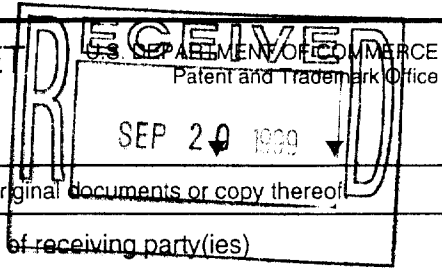


09-24-1999

COVER SHEET  
ONLY



Tab settings



To the Honorable Commissioner

101153219

and the attached original documents or copy thereof

1. Name of conveying party(ies):

The Dial Corporation  
15501 North Dial Boulevard  
Scottsdale, AZ 85260-1619

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

MO 9-20-99

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: APRIL 1, 1998

2. Name and address of receiving party(ies)

Name: DIAL BRANDS, INC.  
 Internal Address: SUITE 2214  
 Street Address: 15501 NORTH DIAL BOULEVARD  
 City: SCOTTSDALE State: AZ ZIP: 85260-1619

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State ARIZONA
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/637,792

B. Trademark Registration No.(s)

1,986,358

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: STELLA MATIJEVICH

Internal Address: SUITE 2214

09/23/1999 JSHBAZZ 0000035 040980 1986358

01 FC:481 40.00 CH

Street Address: 15501 NORTH DIAL BOULEVARD

City: SCOTTSDALE State: AZ ZIP: 85260-1619

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-0980

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

STELLA MATIJEVICH  
Name of Person Signing

*Stella Matijevich*  
Signature

9/14/99  
Date

Total number of pages including cover sheet, attachments, and document: 5

**ASSIGNMENT AND CONVEYANCE AGREEMENT**

**WHEREAS**, The Dial Corporation, a Delaware corporation having offices at 15501 North Dial Boulevard, Scottsdale, Arizona 85260-1619 ("Assignor"), has adopted, used and owns the entire right, title and interest in and to the trade names, trademarks, trademark applications and trademark registrations set forth on Exhibit A attached hereto (collectively the "U.S. Trademarks"), and desires to transfer and assign to Dial Brands, Inc., an Arizona corporation ("Assignee"), all of its rights, title and interests in and to the U.S. Trademarks set forth on Exhibit A, together with the goodwill associated therewith, in exchange for shares of stock in Assignee; and

**WHEREAS**, Assignor desires to transfer to Assignee certain stationery, business cards, shipping documents, and other specimens of use of the U.S. Trademarks (the "Tangible Media") in exchange for shares of stock in Assignee;

**WHEREAS**, Assignor and Assignee agree that the Tangible Media has a value of one thousand dollars (\$1,000); and

**WHEREAS**, Assignee desires to acquire the U.S. Trademarks and Tangible Media from Assignor; and

**WHEREAS**, Assignor and Assignee agree that Assignee will not assume any liabilities in the transfer of the rights, title and interests in and to the U.S. Trademarks and the Tangible Media, other than those, if any, arising under the License Agreement effective as of April 1, 1998, between Assignor (as Licensee) and Assignee (as Licensor) which License Agreement is being entered into by the parties hereto contemporaneously with this Assignment and Conveyance Agreement.

**NOW, THEREFORE**, in consideration of all one hundred (100) issued and outstanding shares of stock in Assignee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to said Assignee, effective nunc pro tunc as of April 1, 1998 ("Effective Date"), all its rights, title and interests in, to and under said U.S. Trademarks, including the goodwill of the business symbolized by the U.S. Trademarks, the Tangible Media and any and all applications and registrations for said Trademarks.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment and Conveyance Agreement this 31<sup>st</sup> day of July, 1998 with Effective Date as set forth above.

THE DIAL CORPORATION,  
a Delaware Corporation

By: [Signature]

Its: SENIOR VICE PRESIDENT & CHIEF FINANCIAL OFFICER

DIAL BRANDS, INC.,  
an Arizona Corporation

By: [Signature]

Its: PRESIDENT

State of Arizona )  
 )SS  
County of Maricopa )

On this 31<sup>ST</sup> day of July, 1998, before me, a Notary Public in and for the County and State aforesaid, appeared SUSAN J. RILEY, to me personally known to be the SR. VICE PRES. & Chief Fin. Off. of The Dial Corporation who subscribed to the foregoing Assignment and Conveyance Agreement and acknowledged that execution of said document was a free and voluntary act on behalf and with full authority of The Dial Corporation.

WITNESS my hand and seal the day and year last above given.



Stella Matijevich  
Notary Public  
My Commission Expires: 12-4-2000

State of Arizona )  
 )SS  
County of Maricopa )

On this 31<sup>ST</sup> day of July, 1998, before me, a Notary Public in and for the County and State aforesaid, appeared MARK WHITHOUSE, to me personally known to be the PRESIDENT of Dial Brands, Inc. who subscribed to the foregoing Assignment and Conveyance Agreement and acknowledged that execution of said document was a free and voluntary act on behalf and with full authority of Dial Brands, Inc.

WITNESS my hand and seal the day and year last above given.



Stella Matijevich  
Notary Public  
My Commission Expires: 12-4-2000

**UNITED STATES**

**REGISTRATION**

**SCHEDULE A**

**TRADEMARK**

SUN & FLOWERS

**REGISTRATION NO.**

1,986,358