

11-26-2002

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Docket No.:

DIT-0016-AN



Tab settings

To the Honorable Commissioner of Pa

102293279

attached original documents or copy thereof.

1. Name of conveying party(ies):

Dickinson Brands Inc.

11-4-02

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: 02/07/2001

2. Name and address of receiving party(ies):

Name: Merz Incorporated

Internal Address:

Street Address:

City: Greensboro State: NC ZIP: 27410

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

<del>0,209,362</del>	1,284,040	1,667,237
1,172,816	1,434,448	1,667,238
	1,977,866	1,677,283

Additional numbers  Yes  No

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

Name: George A. Pelletier, Jr.

Internal Address: Cantor Colburn, LLP

Street Address: 55 Griffin Road South

City: Bloomfield State: CT ZIP: 06002

6. Total number of applications and registrations involved:.....

8

7. Total fee (37 CFR 3.41):.....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-1130

11/26/2002/LMUELLER 00000020 0209362

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP  
02 FC:8522 175.00 OP

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.

George A. Pelletier, Jr.

Name of Person Signing

Signature

October 31, 2002

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

FF  
f. n.

## STOCK REDEMPTION AND ASSET PURCHASE AGREEMENT

THIS STOCK REDEMPTION AND ASSET PURCHASE AGREEMENT is made and entered into this 7th day of February, 2001 (the "Agreement") by and between DICKINSON BRANDS INC. ("DBI") and MERZ, INCORPORATED, a North Carolina corporation ("Merz").

WHEREAS, DBI is engaged in any and all aspects of the witch hazel business, sale of products containing witch hazel as the principal ingredient and/or use of the name Dickinson (the "Business"); and

WHEREAS, DBI presently has 2,000 shares of common stock issued and outstanding (such shares and any other capital stock of DBI hereafter issued to be referred to herein as the "Shares"); and

WHEREAS, Merz owns 1,000 and [REDACTED] 1,000 of the Shares;

WHEREAS, DBI desires to redeem all of Merz's Shares (the "Redeemed Shares") on the terms and conditions hereafter set forth;

WHEREAS, simultaneously with the purchase by DBI of the Redeemed Shares, DBI wishes to also purchase certain trademarks owned by Merz as set forth in Exhibit A (the "Trademarks"); and

WHEREAS, subject to the foregoing, Merz desires to sell and DBI desires to purchase the Purchased Assets (as hereinafter defined), in accordance with the terms, conditions, and agreements hereinafter contained.

NOW THEREFORE, in consideration of the mutual premises and the covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

### Section 1 Sale and Purchase of Assets.

#### 1.1 Redemption of Redeemed Shares and Purchase of Purchased Assets.

On the terms and subject to the conditions set forth in this Agreement, at the Closing, Merz will sell, convey, transfer and assign to DBI, and DBI will purchase and accept from Merz, all right, title and interest in and to the Redeemed Shares and the other Purchased Assets, free and clear of all Liens (as hereinafter defined).

In addition, Merz hereby assigns any interest it may have in any and all books, files, papers, technical and research analyses, sales, marketing and other studies, data and plans, records and other data pertaining to the Business and not otherwise containing material or confidential information involving Merz, its products or businesses or matters in dispute with

government or any agency or political subdivision thereof or any other entity (a "Person") except as set forth on Schedule 3.1(c).

(d) Title to Purchased Assets.

Merz has good and marketable title to all of the Purchased Assets, free and clear of all Liens. Except for the retained files set forth on Schedule 3.1(d), the assets and rights included in the Purchased Assets comprise all of the assets and rights of every type and description used by Merz in connection with the Business.

(e) Contracts and Other Documents.

To the best of Merz's knowledge, after reasonable and diligent inquiry of the officers of Merz, neither Merz, DBI nor any other party is in default under any contract or other instrument to which DBI is a party or by which it is bound. To the best of its knowledge, after reasonable and diligent inquiry of the officers of Merz, no contract is in excess of the normal, ordinary and usual requirements of the Business.

(f) Compliance With Law.

Merz, with respect to its participation in the Business and its ownership of the Purchased Assets, has at all times operated in all respects and is presently in compliance with all applicable federal, state, local, foreign or other laws, rules, regulations, guidelines, orders, injunctions, and other codes, ordinances, permits, licenses, authorizations, judgments, decrees of federal, state, local, foreign or other authorities, including, without limitation, environmental laws, and all orders, writs, decrees and consents of any governmental or political subdivision or agency thereof, or any court or similar Person established by any such governmental or political subdivision or agency thereof (collectively, the "Laws"), and to the best of Merz's knowledge no event has occurred which would constitute reasonable grounds for a claim that non-compliance has occurred or is occurring.

(g) Trademarks.

All actions necessary to maintain the registered Trademarks have been taken by Merz. Except as required under the DBI Agreements which are to be terminated as of the Closing, neither DBI or Merz or any other Person is required to pay any royalty, license fee or similar compensation with respect to the Trademarks in connection with the current or prior conduct of the Business. To the best of Merz's knowledge, after reasonable and diligent inquiry of the officers of Merz, the use by Merz or DBI of any of the Trademarks does not violate the proprietary rights of any other Person. To the best of Merz's knowledge, after reasonable and diligent inquiry of the officers of Merz, no Person is infringing upon the Trademarks. Merz has taken reasonable security measures to protect the secrecy, confidentiality and value of the Trademarks. No Person, other than Merz, owns or has any proprietary, financial or other interest, direct or indirect, in whole or in part, in any Trademarks. The Trademarks constitute all of the trademarks, tradenames, service marks, intellectual property or other intangible assets in the possession of, owned or used by Merz in the Business.

*[Handwritten initials]*  
P.S.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed as of the date first above written.

MERZ, INCORPORATED

*[Handwritten signature]*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DICKINSON BRANDS INC.

*[Handwritten signature]*  
By: \_\_\_\_\_  
Name: Thomas J. Schultz  
Title: President

AS TO SECTION 8.14  
AMERICAN DISTILLING AND MFG.  
CO. INC.

*[Handwritten signature]*  
By: \_\_\_\_\_  
Name: Edward C. Jackowitz  
Title: President

## EXHIBIT A

### Purchased Assets

- (1) Trademark "Yellow Label," which is the subject of U.S. Trademark Registration No. 0,209,362;
- (2) Trademark for Bull's Eye Design which is the subject of U.S. Trademark Registration Nos. 1,172,816 and 1,284,040;
- (3) Trademark for Dickinson's which is the subject of U.S. Trademark Registration Nos. 1,434,448;
- (4) Trademark for 4 Bank Design which is the subject of U.S. Trademark Registration Nos. 1,977,866, 1,667,237, and 1,667,238;
- (5) Trademark "Dickinson's" which is the subject of U.S. Trademark Registration No. 1,677,283;
- (6) all of Seller's foreign trademark registrations including but not limited to foreign trademark registration nos. 255,090, 368,153 and 1,593,229 relating to the Trademark "Yellow Label"; and
- (7) trade identifiers used or available for use in the conduct of DBI's Business, consisting of, among others, the trading designations "The E.E. Dickinson Company" and the trade dress for Seller's bottled witch hazel product (copies of which are attached to the License Agreement) and the web domain name "eedickinson.com".