

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chesebrough-Ponds Inc.		12/06/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Phoenix Brands LLC f/k/a Winter Holdings LLC
Street Address:	399 Park Avenue
Internal Address:	9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1582173	FINAL TOUCH
Registration Number:	0736986	FINAL TOUCH

CORRESPONDENCE DATA	
Fax Number:	(860)275-8299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8602758200
Email:	adoolan@rc.com
Correspondent Name:	Robinson & Cole LLP
Address Line 1:	280 Trumbull Street
Address Line 4:	Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Alaine C. Doolan
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Total Attachments: 3
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OP \$65.00 1582173

TRADEMARK ASSIGNMENT

WHEREAS, CHESEBROUGH-PONDS INC., a Delaware corporation, having offices at 501 Silverside Road, Wilmington, Delaware, 19809 (hereinafter "ASSIGNOR"), is owner of the United States trademarks, and the registrations therefor, listed on the attached Schedule A (the "TRADEMARKS"); and

WHEREAS, PHOENIX BRANDS LLC, f/k/a WINTER HOLDINGS LLC, a limited liability company organized under the laws of the State of Delaware, having offices at 399 Park Avenue, 9th Floor, New York, New York, 10022 (hereinafter "ASSIGNEE"), is desirous of acquiring said trademarks, and the registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign to ASSIGNEE all right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by said trademarks.

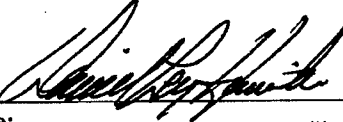
Assignor will, without additional consideration but at Assignee's full cost and expense, take such further actions and execute promptly such further documents as are reasonably necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to register Trademarks or other evidence or forms of intellectual property protection or applications, to register the same in the name of Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

[Signature page follows.]

IN TESTIMONY WHEREOF, ASSIGNOR has caused this agreement to be executed effective as of the Closing Date, as that term is defined in the Asset Purchase Agreement between Conopco, Inc. and Winter Holdings LLC, dated December 6, 2003.

CHESEBROUGH-PONDS INC.

By: 
Name: _____ David Ley Hamilton _____
Title: _____ President _____

SCHEDULE A

MARK	REG. NO. (APP. NO.)
FINAL TOUCH	1,582,173
FINAL TOUCH	736,986

2337900
[[NYCORP:2337900v5:2412A:12/29/03--04:40 p]]

RECORDED: 07/29/2004

**TRADEMARK
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