

05-11-2004



102741028

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Henkel KGaA S.T. 04

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

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: 02/26/04

2. Name and address of receiving party(ies) AMPRO, Inc.

Name: Internal Address: 4171 Steele Road Street Address: City: Memphis State: TN Zip: 38127

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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 registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,446,401

Additional number(s) attached Yes No

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

Name: Gary Wilkerson Internal Address: c/o Pietrangelo Cook PLC Street Address: 6410 Poplar Avenue Suite 190 * Tower II City: Memphis State: TN Zip: 38119

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:

OPR/FINANCE 2004 MAY 17 AM 9:51

DO NOT USE THIS SPACE

9. Signature.

GARY WILKERSON Name of Person Signing Gary Wilkerson Signature 11/08/04 Date

05/10/2004 DBYRNE 00000030 2446401

Total number of pages including cover sheet, attachments, and document: 40

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

700130658

TRADEMARK REEL: 002977 FRAME: 0345

Trademark Assignment and License

This **Trademark Assignment** (this "Assignment") is entered into this 26 day of February, 2004, by and between **HENKEL KGaA**, a German partnership limited by shares (the "Assignor"), with an address of Henkelstrasse 67, Duesseldorf, Federal Republic of Germany, and **AMPRO, INC.**, a Delaware corporation ("Assignee"), with an address of 4171 Steele Road, Memphis, TN 38127, with reference to the following facts and circumstances:

WHEREAS, Assignor is the owner in the United States of the trademark **PURPLE RAIN** (the "Trademark") and a United States trademark registration therefore (the "Registration") as shown on the attached Exhibit A.

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark and related rights in the United States, and in and to the Registration, and

WHEREAS, Assignor desires the right to continue to use the Trademark in the United States.

NOW, THEREFORE, for US \$ 15,000.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademark, and in and to the Registration, together with the goodwill of the business symbolized by the mark, as well as any and all common law rights to the Trademark in the United States and any State thereof.

Assignor does hereby expressly agree that Assignee may, without consent from Assignor, undertake procedures to record the transfer of the Trademark Registration to Assignee in the United States Patent and Trademark Office. Assignor shall execute and deliver such other documents and instruments as may reasonably be necessary, proper or advisable, to the extent permitted by law, to enable Assignee to record itself as the assignee of the Trademark in the U.S. Patent and Trademark Office.

Assignee hereby grants to Assignor and Assignor hereby accepts, an exclusive (except as to Assignee), royalty-free license to continue to use the Trademark in the United States for a period of two years, automatically renewable for like term, on "Body and beauty care preparations, namely skin soaps, bath and shower gel, skin creams in liquids and solid forms, personal deodorants," as long as Assignor continues to market such products under the Trademark in countries outside the United States. The purpose of this trademark license is to allow Assignor to continue limited distribution in the United States of products bearing the Trademark in the normal course of business and through its current, standard channels of trade.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its officer(s) thereunto duly authorized, and Assignee has caused this license to be executed by its attorney of record.

ASSIGNOR

HENKEL KGaA

By: Frank-Olaf Walter

Name: Frank-Olaf Walter

Title: Corp. TM Counsel

PPA ... Jo W
JAGIER
PROXY

ASSIGNEE

AMPRO INC.

By: Jack Sammons

Name: JACK Sammons

Title: President

EXHIBIT A

MARK: PURPLE RAIN

OWNER: HENKEL KGaA

Registration No.: 2,446,401

Country: USA