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

2. Name and address of receiving party(ies)
Name: AMPRO, Inc.
Internal Address:
Street Address: 4171 Steele Road
City: Memphis State: TN Zip: 38127
Individual(s) citizenship [ ]
Association [ ]
General Partnership [ ]
Limited Partnership [ ]
Corporation-State: Delaware [X]
Other [ ]

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

3. Nature of conveyance:
Assignment [X] Merger [ ]
Security Agreement [ ] Change of Name [ ]
Other [ ]
Execution Date: 02/26/04

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 [X] 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 [X]
Authorized to be charged to deposit account [ ]

8. Deposit account number:

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

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

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

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TRADEMARK REEL: 002977 FRAME: 0349

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## 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 JW  
JACKER  
PROXY

**ASSIGNEE**

AMPRO, INC.

By: Jack Samuels

Name: JACK SAMUELS

Title: President

**EXHIBIT A**

**MARK: PURPLE RAIN**

**OWNER: HENKEL KGaA**

**Registration No.: 2,446,401**

**Country: USA**