

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Colgate-Palmolive Company		08/24/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Phoenix Brands LLC
<b>Street Address:</b>	300 Atlantic Street
<b>Internal Address:</b>	11th Floor
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2702629	ABC
Registration Number:	2556199	ARCTIC POWER
Registration Number:	2726001	CARIBBEAN FRESH
Registration Number:	756538	COLD POWER
Registration Number:	2681636	CRISP MORNING AIR
Registration Number:	645230	DYNAMO
Registration Number:	139710	FAB
Registration Number:	2856872	FRESCURA DEL CARIBE
Registration Number:	1072080	FRESH START
Registration Number:	2577362	FAB
Serial Number:	78496399	PARAISO FLORAL
Registration Number:	2505418	RAIN FOREST
Registration Number:	2887472	SPRING MAGIC

CH \$390.00 2702629

Registration Number:	2602154	SUN SHOWER FRESH
Registration Number:	2646593	WATERFALL FRESH

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 819-8753  
Email: trademarkdocket@whitecase.com  
Correspondent Name: Meredith Schorr c/o White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Meredith Schorr
Signature:	/Meredith Schorr/
Date:	08/31/2005

Total Attachments: 3  
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**OMNIBUS TRADEMARK ASSIGNMENT**  
**(TRADEMARKS: COLGATE-PALMOLIVE)**

THIS ASSIGNMENT effective as of August 24, 2005 between Colgate-Palmolive Company, a Delaware corporation, with principal offices at 300 Park Avenue, New York, New York 10022 (the "Assignor"), and Phoenix Brands LLC, a Delaware limited liability company, with principal offices at 300 Atlantic Street, 11<sup>th</sup> Floor, Stamford, CT 06901 (the "Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Asset Sale Agreement between Assignor and Assignee, dated as of July 11, 2005 (the "Asset Sale Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to the Assignee all its right, title, and interest in and to the Trademarks and the applications and registrations thereof listed on the attached schedule, together with the accompanying goodwill associated therewith and any related rights based on use including the right to sue for past, present and future infringement; provided, however, that any costs or expenses in relation to any such suit or right to sue, whether internal or external, including out-of-pocket expenses (including for travel), shall be at Assignee's expense.

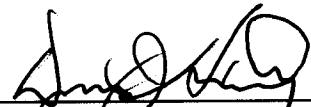
2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue Trademarks or other evidence or forms of intellectual or industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Trademark Assignment; provided, however, that Assignor shall not be required to incur any costs or expenses in connection therewith, whether internal or external, including out-of-pocket expenses (including for travel).

3. Assignor hereby further covenants and agrees that upon the reasonable request of Assignee, it will communicate to Assignee, its successors, legal representatives and assigns, such facts as are known to such Assignor relating to the use, maintenance, protection and enforcement of the Trademarks, testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and use its commercially reasonable efforts to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Trademarks; provided, however, that any such costs or expenses incurred by Assignor in connection with such cooperation, whether internal or external, including out-of-pocket expenses (including for travel) shall be at Assignee's expense and any such requested cooperation shall not unreasonably interfere with the operations of any of Assignor's businesses.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR: COLGATE-PALMOLIVE COMPANY

By:   
Name: Dennis F. Hickey  
Title: Vice President and Corporate Controller

ASSIGNEE: PHOENIX BRANDS LLC

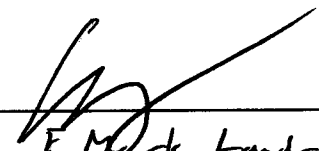
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR: COLGATE-PALMOLIVE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE: PHOENIX BRANDS LLC

By:  \_\_\_\_\_  
Name: E. Mark Lundy  
Title: President + CEO