Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE (Rev. 10/02) TRADEMARKS ONLY 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.						
Name of conveying party(ies):	Name and address of receiving party(ies):					
Vi-Jon Laboratories, Inc.	Name: Vi-Jon Laboratories, LLC					
	Internal Address:					
Individual(s) Association	Street Address: <u>8515 Page Avenue</u>					
General Partnership Limited Partnership						
x Corporation:						
Other:	City: St. Louis					
	Country Missouri Zip: 63114					
Additional name(s) of conveying Yes	Individual(s) citizenshlp:					
party(ies) attached?	Association:					
3. Nature of Conveyance:	General Partnership:					
X Assignment Merger	Limited Partnership:					
Security Agreement Change of Name	Corporation-Country:					
Other:	X Other: Limited Liability Company					
Execution Date: July 26, 2006	If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes X No					
Application Number(s) or Registration Number(s):						
A. Trademark Application No.(s):	B. Trademark Registration No.(s):					
76/620,303 76/563,680 76/629,095	2,626,533 2,139,736					
76/517,082 76/560,816 76/629,094 76/606,229 76/618,406 76/629,097	2,725,451 2,743,575					
Additional numbers attached?	XYes No					
Name and address of party to whom correspondence concerning document should be mailed:	6. Total Number of applications and registrations involved:					
Name: Erin A. Dugan, IP Paralegal	7. Total fee (37 CFR 3.41) \$ 840.00					
Ropes & Gray LLP	Enclosed					
Internal Address: Atty. Dkt.: BPKB-122	X Authorized to be charged to Deposit Account					
Street Address: One International Place	Authorized to be charged to credit card (Form 2038 enclosed)					
	8. Deposit account number:18-1945					
City: Boston State: MA Zip: 02110	(Attach duplicate copy of this page if paying by deposit account)					
	THIS SPACE					
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.						
Jennifer K. Holmes, Esq. (Reg. No. 46,778) Name of Person Signing Name of Person Signing Name of Person Signing						
Total number of pages including cover sheet, attachments, and document:						

Form PTO-1594	RECORDATI	RECORDATION FORM COVER SHEET (continued)			
Additional C	conveying Parties (1.	Continued):			
/ (ddicional c	onvoying rando (1.	Johnnaca).			
Additional R	eceiving Parties (2. C	ontinued);			
Assignee Name					
Internal Address	\$1				
Street Address:					
City:					
City.					
Additional A	pplications and/or Re	gistration Numbers (4. Continued)			
Additional Applic	cation Number(s)	Additional Registration Number(s)			
4A continued:		4B continued:			
76/624,029	76/629,093				
76/624,028	76/418,856				
76/624,030					
76/629,092					
76/604,290					
76/607,459					
76/978,139					
76/616,138					
76/604,288					
76/590,039					
76/618,405					
76/596,316					
76/597,358					
76/635,883					
76/418,857					
76/590,040					
76/418,854					

Yes

REEL: 003367 FRAME: 0328

76/590.676

Additional numbers attached?

ASSIGNMENT (U.S. and Foreign Trademarks)

WHEREAS, Vi-Jon Laboratories, Inc., a corporation organized under and pursuant to the laws of Missouri having its principal place of business at 8515 Page Avenue, St. Louis, Missouri 63114 (hereinafter referred to as "Assignor"), has adopted and is using the trademarks and service marks set forth in SCHEDULE A hereof (the "Marks") which it has used in various countries throughout the world including the United States; and

WHEREAS, Vi-Jon Laboratories, LLC, a limited liability company organized under and pursuant to the laws of Missouri, having its principal place of business at 8515 Page Avenue, St. Louis, Missouri 63114 (hereinafter referred to as "Assignee"), is a successor to the business of Assignor which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Marks set forth in SCHEDULE A hereof and all of its rights, title, and interest to said Marks not presently registered, including without limitation all rights existing under common law, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past or future infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby represents, warrants, covenants and agrees that, at the time of execution and delivery of this Assignment, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said Marks and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein;

10106361_3

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

[Remainder of Page Intentionally Left Blank]

-2-

10106361 3

ASSIGNOR:

VI-JON LABORATORIES, INC.

By:

Name:

Title:

Date: 7-26-00

United States of America

State of Missuri)
County of St. Louis)

On this 24th day of July, 2006, before me personally appeared 606 Hess, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.

My Commission Expires:



InnsWilson

ASSIGNEE:

VI-JON LABORATORIES, LLC

By:

Name: Bob Hes

Title:

United States of America

State of Yrissouri) s.s.

County of St. Louis

On this the day of July, 2006, before me personally appeared to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.

Date: 7-26-06

Notary Public

My Commission Expires:





SCHEDULE A

REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS

Mark	Registration	Date	Serial	Filing Date	Country/State
	Number	Registered	Number		
Cayman Island Bay Rum	2626533	9/24/2002	76292910	7/31/2001	United States
Western Style	2725451	6/10/2003	76292806	7/31/2001	United States
Mintplus	2743575	7/29/2003	76252839	5/7/2001	United States
Germ-X	2139736	2/24/1998	75156495	8/26/1996	United States
Germ-X Antibacterial	14874	12/21/1999			Missouri
Lotion Soap					
Flag & Sail	447686				Canada
Germ-X	1013089				Australia
Germ-X	1008988				Australia
Germ-X	628798				Canada
Germ-X	4846388				Japan
Germ-X	825902				Mexico
Germ-X	825902				Mexico
Good Choice	496704				Mexico
Good Choice	469718				Mexico
Germ-X Quatro	N/A	N/A	76620303	10/12/2004	United States
Agenosin	N/A	N/A	76617082	10/18/2004	United States
Nightingale Medicinals	N/A	N/A	76606229	8/10/2004	United States
Germ Blaster	N/A	N/A	76563680	11/21/2003	United States
Germ-X	N/A	N/A	76560816	11/20/2003	United States
Germ-X-Tend	N/A	N/A	76618406	10/29/2004	United States
Keep This On Hand	N/A	N/A	76629095	1/24/2005	United States
Fight Germs With Your Bare Hands	N/A	N/A	76629094	1/24/2005	United States
Grid Pattern (Green)	N/A	N/A	76629097	1/24/2005	United States
Beat the Bug & Design	N/A	N/A	76624029	12/13/2004	United States
X Beat the Bug & Design	N/A	N/A	76624028	12/13/2004	United States
Beat the Flu	N/A	N/A	76624030	12/13/2004	United States
Grid Pattern (Teal)	N/A	N/A	76629092	1/24/2005	United States
Spazzata	N/A	N/A	76604290	7/26/2004	United States
Nightingale Naturals	N/A	N/A	76607459	8/12/2004	United States
Nightingale Naturals	N/A	N/A	76978139	1.	United States
Cayman Island Spa	N/A	N/A	76616138	10/13/2004	United States
Biodent	N/A	N/A	76604288	7/26/2004	United States
Dermahealth	N/A	N/A	76590039	4/30/2004	United States
Germ X Tend	N/A	N/A	76618405	10/29/2004	United States
Sof S'wipes	N/A	N/A	76596316	6/7/2004	United States
Duracool	N/A	N/A	76597358	6/14/2004	United States
Don't Get Caught With A Cold	N/A	N/A	76635883	5/14/2005	United States
Breath Busters	N/A	N/A	76418857	5/18/2002	United States
Dermacure	N/A	N/A	76590040	4/30/2004	United States
Cool Burst	N/A	N/A	76418854	5/18/2002	United States
DermacurX	N/A	N/A	76590676	5/3/2004	United States
Grid Pattern (Lavender)	N/A	N/A	76629093	1/24/2005	United States
Breath Busters	N/A	N/A	76418856	5/18/2002	United States
Dioqui Duoioto	1	1 - 11 - 1	1 1 4 1 - 4 4 4 4 4	7,	

10106361_3

-5-

Germ-X	N/A	N/A	826927203	Brazil
Germ-X	N/A	N/A	826927190	Brazil
Germ-X	N/A	N/A	4191391	China (PR)
Germ-X	N/A	N/A	4191392	China (PR)
Germ-X	N/A	N/A	3855616	Euro, Comm.
Germ-X	N/A	N/A	2004/26899	Turkey

10106361_3

-6-

PTO/SB/97 (12-97)
Approved for use through 9/30/00. OMB 0651-0031
Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Certificate of Transmission Under 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted to the Assignment Branch of the United States Patent and Trademark Office including: Recordation Form Cover Sheet (1 p); Exhibit A Containing List of Trademarks; and Certificate of Facsimile Transmission.

on August 10, 2006
Date

Peter McGlothin

Typed or printed name of person signing Certificate

Note: Each paper must have its own certificate of transmission, or this certificate must identify each submitted paper.

100005484

FA	X	TR	A ?	VSV	AT	[22]	$[\Omega]$	N
II #.3		111	<i>[</i>] L i	. 4 7 21 7	VII I		: \ # 1	

DATE: August 10, 2006

Applicant/Owner:

MESSAGE TO: Assignment Branch Recordations

FAX NUMBER: (571) 273-0140

FROM: ROPES & GRAY LLP

Erin A. Dugan, IP Paralegal

PHONE: (617) 951-7905

Attorney Dkt. #: **BPKB-122**

PAGES (Including Cover Sheet): 10

Comments:

Attached for recordation is: Recordation Form Cover Sheet (2 pp);

Assignment; Exhibit A Containing List of Trademarks; authorization to charge

Deposit Account No. 18-1945 and Certificate of Facsimile Transmission. .

If your receipt of this transmission is in error, please notify this firm immediately by collect call to (617) 951-7905 and send the original transmission to us by return mail at the address below.

ROPES & GRAY LLP

One International Place, Boston, Massachusetts 02110-2624

1

10148905_1

RECORDED: 08/10/2006