

04-12-2007

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



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To the Director of the U. S. F.

ned documents of the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Vi-Jon Laboratories, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other limited liability company

Citizenship (see guidelines) USA

Execution Date(s) March 14, 2007

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Vi-Jon, Inc.

Internal

Address:

Street Address: 8515 Page Avenue

City: St. Louis

State: Missouri

Country: USA Zip: 63114

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship USA
☐ Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Bernard W. Gerdelman

Internal Address: Paule, Camazine & Blumenthal, P.C.

Street Address: 165 N. Meramec Avenue, 6th Floor

City: Clayton

State: Missouri Zip: 63105

Phone Number: (314) 727-2266

Fax Number: (314) 727-2101

Email Address: bgerdelman@pcblawfirm.com

6. Total number of applications and registrations involved:

30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 765.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Bernard W. Gerdelman

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/19/2007 DBYRNE 00000167 76292910

01 FC:8521
02 FC:8522

(40.00 OP
725.00 OP)

TRADEMARK
REEL: 003523 FRAME: 0222

SCHEDULE A**REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS**

| Mark | Registration Number | Date Registered | Serial Number | Filing Date | Country/State |
|----------------------------------|----------------------------|------------------------|----------------------|--------------------|----------------------|
| 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 Lotion Soap | 14874 | 12/21/1999 | | | Missouri |
| 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 |
| TA-DA! | N/A | N/A | 76669293 | 11/20/2006 | 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) | 3143975 | 9/19/2006 | 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 |
| | | | | | |
| 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) | 3147230 | 9/26/2006 | 76629093 | 1/24/2005 | United States |
| Breath Busters | N/A | N/A | 76418856 | 5/18/2002 | United States |

| | | | | | |
|--------|-----|-----|------------|--|-------------|
| 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 |

**ASSIGNMENT
(U.S. and Foreign Trademarks)**

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 "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, Inc. (f/k/a Cumberland Swan Holdings, Inc.), a corporation organized under and pursuant to the laws of Tennessee, having its principal place of business at 8515 Page Avenue, St. Louis, Missouri 63114 (hereinafter referred to as "Assignee"), desires to acquire the Marks and the goodwill of the business associated with the Marks.

WHEREAS, simultaneously with the assignment of the marks to Assignee, as part of a merger of Assignor into Assignee, Assignor is transferring to Assignee all of its assets.

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;

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.

ASSIGNOR:

VI-JON LABORATORIES, LLC

By:

Am N. Laderman

Name: LOUIS N. LADELMAN

Title: SVP

Date: March 14, 2007

United States of America)

State of Missouri)

SS:

County of St. Louis)

On this 14th day of March, 2007, before me personally appeared Louis N. Laderman, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.

Date: March 14, 2007

Margie Ann Wilson

Notary Public

My Commission Expires:



ASSIGNEE:

VI-JON, INC.

By: *L. N. Ladderman*
Name: LOUIS N. LADEEMAN
Title: SVP

United States of America)
State of Missouri) SS:
County of St. Louis)

On this 14th day of March, 2007, before me personally appeared Louis N. Ladderman, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.

Date: March 14, 2007

Margie Ann Wilson
Notary Public
My Commission Expires:





UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 26, 2007

PTAS



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BERNARD W. GERDELMAN
PAULE CAMAZINE & BLUMENTHAL, P.C.
165 N. MERAMEC AVENUE
6TH FLOOR
CLAYTON, MO 63105

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103385138

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

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MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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