

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WATER PIK, INC.		02/08/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Whip Mix Corporation
Street Address:	361 Farmington Avenue
City:	louisville
State/Country:	KENTUCKY
Postal Code:	40217
Entity Type:	CORPORATION: KENTUCKY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0691003	HANAU
Registration Number:	0289285	
Registration Number:	0554295	
Registration Number:	0557601	TOUCH-O-MATIC
Registration Number:	0942874	DENAR
Registration Number:	1956169	
Registration Number:	1951267	DENAR
Registration Number:	2904430	MODEL MATE
Serial Number:	77367972	ULTI-MATE

CORRESPONDENCE DATA

Fax Number: (502)426-1167
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 502-423-9850
 Email: resa@inventky.com
 Correspondent Name: Theresa Fritz Camoriano

OP \$240.00 0691003

Address Line 1: 8225 Shelbyville Road
Address Line 4: louisville, KENTUCKY 40222

ATTORNEY DOCKET NUMBER:	WHIP MIX
NAME OF SUBMITTER:	Theresa Fritz Camoriano
Signature:	/tfc/
Date:	04/01/2008

Total Attachments: 5

source=Whip Mix assignment of Trademarks#page1.tif
source=Whip Mix assignment of Trademarks#page2.tif
source=Whip Mix assignment of Trademarks#page3.tif
source=Whip Mix assignment of Trademarks#page4.tif
source=Whip Mix assignment of Trademarks#page5.tif

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

8th ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made as of the day of February, 2008, by WATER PIK, INC., a Delaware corporation with its principal place of business at 1730 East Prospect Road, Fort Collins, Colorado 80553-0001 ("Assignor"), to WHIP MIX CORPORATION, a Kentucky corporation with its principal place of business at 361 Farmington Avenue, P.O. Box 17183, Louisville, KY 40217 ("Assignee").

RECITAL

Assignee and Assignor, among others, are parties to an Asset Purchase Agreement dated as of February 8, 2008 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignor identified on Exhibit A hereto. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request for the purpose of carrying out the Agreement, including executing such further assignments of the Assets, including the service marks, trademarks and trade names of Assignor identified on Exhibit A hereto, as may be necessary for recording the assignment thereof in any domestic or foreign jurisdiction.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the service marks, trademarks, trademark applications and trade names identified on Exhibit A hereto (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Notwithstanding anything to the contrary contained herein, the terms hereof are subject to the terms, provisions, conditions and limitations set forth in the Agreement, and this instrument is not intended to alter the obligations of the parties to the Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall control.

This instrument may be executed by the parties hereto in one or more counterparts and by facsimile, each of which shall be an original and all of which shall constitute one and the same instrument.

[signature page and exhibit follow]

Exhibit A

15193095.1

SCHEDULE 2.1(f)
TRADEMARKS

Application No Registration No	TRADEMARK Useage	Country	Status	Registration Date Expiration Date
71,948 691003	HANAU (and Design) Active Trademark	US United States	Registered	JAN-05-1960 JAN-05-2010
1,195,364 TMA647,841	MODEL MATE Active Trademark	CA Canada	Registered	SEP-13-2005 SEP-13-2020
289,285 1,262,890	HANAU-MATE Active Trademark	US United States	Registered	JAN-03-1984 JAN-03-2014
554,295 1,385,131	OCCLUSA CHECK Inactive	US United States	Registered	MAR-04-1986 MAR-04-2016
71/606,379 557,601	TOUCH-O-MATIC Active Trademark	US United States	Registered	APR-15-1952 APR-15-2012
72/398,173 942,874	DENAR (Stylized) Active Trademark	US United States	Registered	SEP-12-1972 SEP-12-2012
74/640,613 1,956,169	MISC. DESIGN (Denar Logo) - Greek delta and rho symbols inside circle Active Trademark	US United States	Registered	FEB-13-1996 FEB-13-2016
74/640,618 1,951,267	DENAR Active Trademark	US United States	Registered	JAN-23-1996 JAN-23-2016
76/547,051 2,904,430	MODEL MATE Active Trademark	US United States	Registered	NOV-23-2004 NOV-23-2014
77/367,972	ULTI-MATE	US United States	Pending	