

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the incorrect signature page and the assignor name previously recorded on Reel 003783 Frame 0100. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Henkel Consumer Goods Inc.		05/16/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Nicene Brands I, LLC
<b>Street Address:</b>	2200 West Port Plaza Drive
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63146
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MISSOURI

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	0539215	LILT
Registration Number:	1002353	NATURES FAMILY
Registration Number:	1119493	PORCELANA
Registration Number:	0959534	TOPOL
Registration Number:	3104046	NATURES FAMILY
Registration Number:	2177298	DYNAFRESH
Serial Number:	77182705	PORCELANA
Serial Number:	77030101	VITALYTEN
Serial Number:	77130046	ANTI-STAIN EXPERT

**CORRESPONDENCE DATA**

Fax Number: (314)612-2323  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 314-621-5070

**CH \$240.00 0539215**

Email: gashbrook@armstrongteasdale.com  
Correspondent Name: Meredith P. Gammill  
Address Line 1: One Metropolitan Square, Suite 2600  
Address Line 4: St. Louis, MISSOURI 63102-2740

ATTORNEY DOCKET NUMBER:	28324-1
NAME OF SUBMITTER:	Meredith P. Gammill
Signature:	/MPG-ATLLP/
Date:	06/12/2008

**Total Attachments: 6**  
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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment, dated as of May 16, 2008, is by and between Henkel Consumer Goods Inc., a Delaware corporation ("Assignor") and Nicene Brands 1, LLC, a Delaware limited liability company ("Assignee").

### **RECITALS**

A. Assignor and Assignee have entered into an Agreement of Purchase and Sale dated May 16, 2008 (the "Purchase Agreement"); and

B. Pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in the Trademarks listed in attached hereto as Schedule A (the "Trademarks"), and Assignee has agreed to acquire all right, title, and interest in the Trademarks.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the parties agree as follows:

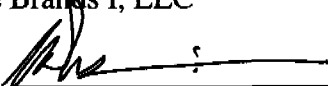
1. Assignor does hereby sell, assign and transfer to Assignee, and its successors and assigns, the entire right, title and interest in the Trademarks, together with the goodwill symbolized by said Trademarks and the applications and registrations thereof, as well as any rights Assignor may have acquired by virtue of its use of the Trademarks, including the right to legally pursue any past, present or future infringement or unauthorized use of said Trademarks, such Trademarks to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

IN WITNESS WHEREOF, Assignor and Assignee have executed or caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR:  
Henkel Consumer Goods Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:  
Nicene Brands I, LLC

By:  \_\_\_\_\_  
Name: Sanjiv Teelock  
Its: President + CEO

Corporate Acknowledgement – Henkel Consumer Goods Inc.

STATE OF ARIZONA )  
 )ss.  
COUNTY OF MARICOPA )

On this \_\_\_ day of \_\_\_\_\_, 2008 before me, a notary public in and for said county, appeared \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ of Henkel Consumer Goods Inc. who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Henkel Consumer Goods Inc.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Corporate Acknowledgement – Nicene Brands I, LLC

STATE OF MISSOURI )  
 )ss.  
COUNTY OF ST. LOUIS )

On this 15 day of MAY, 2008 before me, a notary public in and for said county, appeared SANJIV TEELOCK, who is personally known to me to be the PRESIDENT/CEO of Nicene Brands I, LLC, who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Nicene Brands I, LLC.

Gail K. Noll  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**EXHIBIT A-1**

**TRADEMARK ASSIGNMENT**

This Trademark Assignment, dated as of May 16, 2008, is by and between Henkel Consumer Goods Inc., a Delaware corporation ("Assignor") and Nicene Brands 1, LLC, a Delaware limited liability company ("Assignee").

**RECITALS**

A. Assignor and Assignee have entered into an Agreement of Purchase and Sale dated May 16, 2008 (the "Purchase Agreement"); and

B. Pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in the Trademarks listed in attached hereto as Schedule A (the "Trademarks"), and Assignee has agreed to acquire all right, title, and interest in the Trademarks.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the parties agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, and its successors and assigns, the entire right, title and interest in the Trademarks, together with the goodwill symbolized by said Trademarks and the applications and registrations thereof, as well as any rights Assignor may have acquired by virtue of its use of the Trademarks, including the right to legally pursue any past, present or future infringement or unauthorized use of said Trademarks, such Trademarks to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

IN WITNESS WHEREOF, Assignor and Assignee have executed or caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR:

Henkel Consumer Goods Inc.

By: [Signature]

Name: BLAD GARZAWAY

Its: VP & CORPORATE COUNSEL

ASSIGNEE:

Nicene Brands I, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Corporate Acknowledgement – Henkel Corporation

STATE OF ARIZONA )  
 )ss.  
COUNTY OF MARICOPA )

On this 16<sup>th</sup> day of May, 2008 before me, a notary public in and for said county, appeared \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ of Henkel Corporation who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Henkel Corporation.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

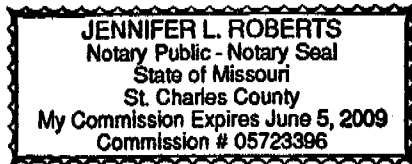
Corporate Acknowledgement – Nicene Brands I, LLC

STATE OF Missouri )  
 )ss.  
COUNTY OF St. Charles )

On this 16<sup>th</sup> day of May, 2008 before me, a notary public in and for said county, appeared Sanjiv Teelock, who is personally known to me to be the President/CEO of Nicene Brands I, LLC, who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Nicene Brands I, LLC.

Jennifer L. Roberts  
Notary Public

My commission expires: \_\_\_\_\_

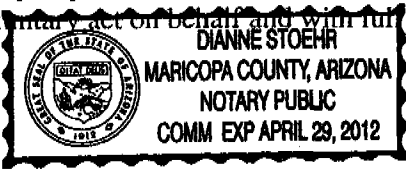


Its: \_\_\_\_\_

Corporate Acknowledgement — Henkel Consumer Goods Inc.

STATE OF ARIZONA        )  
  )ss.  
COUNTY OF MARICOPA    )

On this 15 day of May, 2008 before me, a notary public in and for said county, appeared BRAD A. GAZAWAY who is personally known to me to be the Vice President Corporate Counsel of Henkel Consumer Goods Inc. who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Henkel Consumer Goods Inc.



Dianne Stoehr  
Notary Public

My commission expires: 4-29-2012

Corporate Acknowledgement — Nicene Brands I, LLC

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of May, 2008 before me, a notary public in and for said county, appeared \_\_\_\_\_ who is personally known to me to be the \_\_\_\_\_ of Nicene Brands I, LLC who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Nicene Brands I, LLC.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SCHEDULE A****Section 1 – United States Trademarks**

Trademark	Country	Appl.No.	Appl.Date	Reg.No.	Reg.Date	Renewal Date	Goods
LILT (Stylized)*	United States	71/560500	6/30/1948	0539215	3/13/1951	3/13/2011	3: Home permanent waving kit consisting of [curlers,] cold wave waving lotion, and neutralizer powder in permanet waving of the hair
NATURE'S FAMILY (Stylized)**	United States	72/465595	8/14/1973	1002353	1/21/1975	1/21/2015	3: Skin oils
PORCELANA	United States	73/091120	6/21/1976	1119493	6/5/1979	6/5/2009	5: Medicated complexion cream
TOPOL	United States	72/421734	4/18/1972	0959534	5/22/1973	5/22/2013	3: Tooth polish
NATURE'S FAMILY**	United States	78/668600	7/12/2005	3104046	6/13/2006	6/13/2016	03: shower gels and bubble baths
PORCELANA	United States	77/182705	5/16/2007				03: Non-medicated skin care preparations
DYNAFRESH	United States	75/124468	6/24/1996	2177298	7/28/1998	7/28/2008	03: Tooth whitening preparations containing ingredients for malodor neutralization and breath freshening
VITALYTEN	United States	77/0030101	10/26/2006				03: Non-medicated skin care preparations
ANTI-STAIN EXPERT	United States	77/130046	3/13/2007				03: Tooth paste, tooth whitening preparations