

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rolf Brauchli, Inc.		05/12/2008	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goody Products, Inc.		
<b>Street Address:</b>	3 Glenlake Pkwy		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1146091	SOLANO	
<b>Registration Number:</b>	1154810	SOLANOTRONIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(630)481-1699		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	630-481-1667		
<b>Email:</b>	lisa.winger@newellco.com		
<b>Correspondent Name:</b>	Lisa Winger		
<b>Address Line 1:</b>	2707 Butterfield Rd., Suite 100		
<b>Address Line 4:</b>	Oak Brook, ILLINOIS 60523		
<b>ATTORNEY DOCKET NUMBER:</b>	RN-052-352- CANARY/ASSIGN		
<b>NAME OF SUBMITTER:</b>	Lisa Winger		
<b>Signature:</b>	/lw/		
<b>Date:</b>	06/13/2008		

CH \$65.00 1146091

**Total Attachments: 5**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") dated as of the date below, is made by and between Goody Products, Inc., a Delaware corporation ("Purchaser"), and Rolf Brauchli, Inc., an Illinois corporation d/b/a RBI Distributors ("Seller").

WHEREAS, Seller, Seller's shareholders, and Purchaser have entered into that certain Asset Purchase Agreement, dated May 12, 2008 (the "Purchase Agreement"); and

WHEREAS, under the Purchase Agreement, Purchaser is purchasing the Acquired Assets (as that term is defined in the Purchase Agreement) from Seller; and

WHEREAS, in conducting the Business (as that term is defined in the Purchase Agreement), Seller has acquired an interest in certain Intellectual Property (as defined in the Purchase Agreement) to be transferred to Purchaser under the terms of the Purchase Agreement (the "Business IP"); and

WHEREAS, Seller is the owner of all right, title and interest in and to (i) various foreign and United States federal and state trademark and service mark registrations and applications that are included in the Business IP (collectively, "Trademarks"), including, but not limited to, the federal registrations and applications listed in *Schedule A*; and (ii) various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames and other similar proprietary rights that are included in the Business IP, including the domain names listed in *Schedule A* hereto, and required to be transferred under the Purchase Agreement (collectively, the "Other IP Assets"); and

WHEREAS, Purchaser is desirous of acquiring all of Seller's right, title and interest in and to all Trademarks and the Other IP Assets (collectively, the "Assets"), and Seller has promised, in the Purchase Agreement, to cause the same to be assigned.

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Purchase Agreement, acknowledged by Seller to have been received in full:

1. Seller does hereby sell, convey, assign and transfer to Purchaser the entire right, title and interest in, to and under all Assets, together with the goodwill of the business symbolized by such Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Assets, these rights to be held and enjoyed by Purchaser as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment and sale had not been made.

2. Seller hereby covenants and agrees that it will, in accordance with the terms of the Purchase Agreement, execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken all such further or other actions reasonably required to effect this Assignment, including executing and delivering any country-specific assignments necessary to record transfer of title hereunder.

3. The terms and covenants of this Assignment shall inure to the benefit of Purchaser, its successors and assigns and other legal representatives, and shall be binding upon Seller, its successors, legal representatives and assigns.

4. Seller hereby requests that the appropriate trademark or other government offices record this Assignment and issue a new certificate of registration in Purchaser's name.

5. This Assignment does not (i) convey any rights of Seller other than those required to be transferred pursuant to the Purchase Agreement, (ii) create any obligations for Seller in addition to those provided under the Purchase Agreement, or (iii) relieve Seller of any obligations arising under the Purchase Agreement.

*[Remainder of this Page Intentionally Left Blank; Signature Page Follows]*





**SCHEDULE A****Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>
SOLANO	Canada	TMA 324350
SOLANO	China (Peoples Republic)	1209695
SOLANO	European Community	2656338
SOLANO	Germany	2038012
SOLANO	Korea, Republic of	360121
SOLANO	Malaysia	04012339
SOLANO	Thailand	TM44706
SOLANO	United States of America	1146091
SOLANOTRONIC	United States of America	1154810
SOLANOTRONIC	Canada	TMA 322907
SUPER SOLANO	Canada	TMA 324351
SOLANO	Madrid Protocol (Designated Countries: Singapore, Australia, Japan)	833 537
SOLANO	Italy	983205
SOLANO	Switzerland	389868

**Trademark Applications**

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>
SOLANO	Mexico	551802

**Unregistered Trademarks and Service Marks**

<b>Mark</b>	<b>Country</b>
SUPERSOLANO	United States of America

**Registered Copyrights**

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>
Solis: manicure-pedicure set model 71, manicure, pedicure, and nail sculptor set model 73, blow dryer model 340	TX0000938198	July 12, 1982

**Domain Names and Email Addresses**

www.solanointernational.com  
 Solano-sales@sbcglobal.net  
 rbidistributors@sbcglobal.net

**Assumed Names**

RBI Distributors  
 Solano  
 Solano International