

**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>
Environmental Air Care Limited		06/09/2008	CORPORATION: NEW ZEALAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	S. C. Johnson & Son, Inc.		
<b>Street Address:</b>	1525 Howe Street		
<b>City:</b>	Racine		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53403		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78844798	VAPORMIST	
<b>Serial Number:</b>	78843911	ROBOCAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(262)260-4253		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	262/260-2620		
<b>Email:</b>	B050994@scj.com		
<b>Correspondent Name:</b>	Sally L. Davis		
<b>Address Line 1:</b>	1525 Howe Street		
<b>Address Line 4:</b>	Racine, WISCONSIN 53403		
<b>NAME OF SUBMITTER:</b>	Sally L. Davis		
<b>Signature:</b>	/Sally L. Davis/		
<b>Date:</b>	08/13/2008		

CH \$65.00 78844798

Total Attachments: 6

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# Trade Mark Deed

United States of America

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Environmental Air Care Ltd (Assignor)

S. C. Johnson & Son, Inc. (Assignee)

MinterEllisonRuddWatts

L A W Y E E R S

20th Floor, Lumsley Centre, 80 Shortland Street, Auckland 1  
TEL +64 9 3097700 FAX +64 9 3097701  
[www.minterellison.co.nz](http://www.minterellison.co.nz)

# Details

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Date

9 June 2008

## Parties

Name Environmental Air Care Limited (company number 1619785)  
Short name Assignor  
Notice Details 31A Hannigan Drive, Panmure, Auckland, New Zealand

Name S. C. Johnson & Son, Inc.  
Short name Assignee  
Notice Details 1525 Howe Street, Racine, Wisconsin 53403-2236, United States of America

## Background

- A Assignor is the owner of the Trade Marks.
- B Assignor and Assignee entered into an Asset Sale Agreement dated 16 May 2008.
- C Pursuant to the Asset Sale Agreement, Assignor has assigned and transferred the Trade Marks to Assignee as set out in this confirmatory Deed.

# Agreed terms

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## 1. Defined terms and interpretation

### 1.1 Defined terms

In this Deed:

**Effective Date** means the date of this Deed recorded above; and

**Trade Marks** means the registered trade marks and trade mark applications listed in Schedule 1 to this Agreement, together with the goodwill and common law rights in and associated with them and any copyright in the trade marks, to the extent that copyright exists in them.

## 2. Assignment

By this Agreement, as agreed by the Parties in the Asset Sale Agreement and for the further consideration of US\$1, the receipt and sufficiency of which is hereby acknowledged by Assignor, the Assignor hereby assigns and transfers absolutely to Assignee from the Effective Date:

- (a) all its right, title and interest in and to the Trade Marks including, without limitation, all rights of action in respect of the Trade Marks, the right to seek and recover damages and seek other remedies against third parties for copyright or trade mark infringement or any other action in relation to the Trade Marks (whether or not such infringement or event took place prior to the date of this Agreement);
- (b) the right to be recorded as the registered proprietor of the Trade Marks should any applications for registration of the Trade Marks proceed to registration; and
- (c) all copyright in the Trade Marks.

## 3. Further Assurance

At the request of Assignee, Assignor shall execute such documents and do such acts and things as Assignee may reasonably require for the purpose of giving to Assignee the full benefit of all the provisions of this Agreement.

Assignor shall provide Assignee with such assistance as it reasonably requires from time to time for the purpose of defending or enforcing the Trade Marks, including (if necessary) starting and defending proceedings in Assignor's name, provided that subject to the provision of the Asset Sale Agreement, the Assignee indemnifies Assignor for any costs, damages or other liabilities incurred by it as a result.

## 4. Governing Law and Jurisdiction

This assignment shall be governed by and construed in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

## 5. Counterparts

This Deed may be executed in two counterparts (including facsimile copies) and provided each of the Parties has executed a counterpart, the counterparts shall together constitute a binding and enforceable agreement between the parties.

# Schedule 1

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USA - Environmental Air Care Ltd (company number 1619785)

Title	Number	Status	Country	Owner
VaporMist	78844798	Accepted	United States	Environmental Air Care Limited (company number 1619785)
RoboCan	78843911	Accepted	United States	Environmental Air Care Limited (company number 1619785)

# Signing page

EXECUTED as a Deed

ENVIRONMENTAL AIR CARE LIMITED  
(company number 1619785) by:



Signature of director

Simon Barclay

Name of director

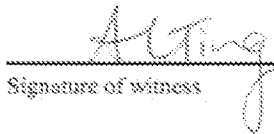


Signature of director

N. J. McLeary

Name of director

S. C. JOHNSON & SON, INC. by its  
attorney:

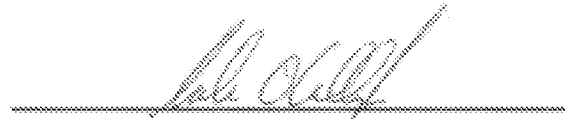


Signature of witness

Name of witness

Occupation of witness

City/town of residence



Signature of attorney

Clive O'Connell

Name of attorney

Anna Chun Niu Ting  
Solicitor  
Auckland