

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/01/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tanning Research Laboratories, Inc.		10/01/2008	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Tanning Research Laboratories, LLC
Street Address:	6 Research Drive
Internal Address:	6th Floor
City:	Shelton
State/Country:	CONNECTICUT
Postal Code:	06484
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	77531275	CERTAINLY NATURAL
Registration Number:	1176769	15 PLUS
Registration Number:	2095871	AQUAGUARD COMPLEX
Registration Number:	1494735	CERTAINLY NATURAL
Registration Number:	1101151	COOL ALOE
Registration Number:	1085249	FOREVER TAN
Registration Number:	1083788	HAWAIIAN TROPIC
Serial Number:	77462474	ALOHA KISS
Registration Number:	1852172	HAWAIIAN TROPIC
Registration Number:	1678353	HAWAIIAN TROPIC
Registration Number:	1485357	HAWAIIAN TROPIC

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Registration Number:	3216382	HAWAIIAN TROPIC ZONE
Registration Number:	1083790	HAWAIIAN TROPIC
Registration Number:	1852173	HAWAIIAN TROPIC
Registration Number:	1239081	HAWAIIAN TROPIC
Registration Number:	3332848	HAWAIIAN TROPIC ZONE "THE HOTTEST PLACE ON EARTH"
Registration Number:	2790546	MISS HAWAIIAN TROPIC INTERNATIONAL
Registration Number:	2356041	SKI PRO
Serial Number:	77530666	SUN BASICS
Serial Number:	77313783	SUNCARE FOR YOUR LIFE!
Registration Number:	2567868	SUNCATCHER
Serial Number:	77618951	SUNCATCHER
Registration Number:	3133812	SUNNY DAY
Registration Number:	3134300	SUNSURE
Registration Number:	1189683	SURF SKI COTE
Registration Number:	2841953	SURF SKI COTE
Registration Number:	1288585	SWIM 'N' SUN
Registration Number:	3204656	THE HOTTEST PLACE ON EARTH
Registration Number:	3350407	THE HOTTEST PLACE ON EARTH THE TROPIC ZONE
Registration Number:	1080735	
Registration Number:	3350154	TROPIC ZONE
Registration Number:	2269905	ULTRA SUN
Registration Number:	1567807	OZONE

CORRESPONDENCE DATA

Fax Number: (203)301-5695
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 203-944-5930
Email: mantista@energizer.com
Correspondent Name: Playtex Products, LLC
Address Line 1: 6 Research Drive
Address Line 2: 6th Floor
Address Line 4: Shelton, CONNECTICUT 06484

NAME OF SUBMITTER:	Michael A. Antista
Signature:	/Michael a. Antista/
Date:	01/19/2009

Total Attachments: 5

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PLAN AND AGREEMENT OF MERGER

BETWEEN

TANNING RESEARCH LABORATORIES, INC. (FLORIDA)

AND

TANNING RESEARCH LABORATORIES, LLC (DELAWARE)

THIS PLAN AND AGREEMENT OF MERGER ("Merger Agreement") dated as of October 1, 2008, is made by and between Tanning Research Laboratories, Inc., a Florida corporation (the "Merging Corporation"), and Tanning Research Laboratories, LLC, a Delaware limited liability company (the "Surviving Company"), pursuant to the provisions of applicable Florida and Delaware law.

RECITALS

WHEREAS, the Surviving Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, and is the holder of all of the issued and outstanding capital stock of the Merging Corporation; and

WHEREAS, Playtex Products, LLC is the Sole and Managing Member of the Surviving Company, and its business address is 6 Research Drive, Shelton, CT, 06484, and its Managing Member is Eveready Battery Company, Inc., a Delaware corporation with a business address of 553 Maryville University Drive, St. Louis, Missouri 63141; and

WHEREAS, the Merging Corporation is a corporation duly organized and in good standing under the laws of the State of Florida; and

WHEREAS, the Sole and Managing Member of the Surviving Company and the Surviving Company, which is the sole stockholder of the Merging Corporation (together the "Constituent Companies") have determined that it is advisable and in the best interests of the Constituent Companies that the Merging Corporation be merged with and into the Surviving Company upon the terms and subject to the conditions set forth in this Merger Agreement and have approved and adopted this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Constituent Companies hereby agree as follows:

TRADEMARK

REEL: 003921 FRAME: 0265

**ARTICLE I
THE MERGER**

Section 1.1 **The Merger.** The Merging Corporation and the Surviving Company shall be merged into a single Delaware limited liability company in accordance with the applicable laws of the State of Delaware (the "Merger").

Section 1.2 **Effect of the Merger.** At the Effective Time, the Merger shall have the effects provided for herein and in the laws of the State of Delaware.

Section 1.3 **Effective Time.** The effective time and date of the Merger shall be 12:01 a.m. Eastern Standard Time on October 1, 2008 (the "Effective Time").

Section 1.4 **Survival of the Merger.** At the Effective Time, the separate corporate existence of the Merging Corporation shall cease and the Surviving Company shall survive the Merger and continue to be a Delaware limited liability company.

**ARTICLE 2
CERTIFICATE OF FORMATION AND OPERATING AGREEMENT**

Section 2.1 **Certificate of Formation.** On and after the Effective Time, the Amended Certificate of Formation of the Surviving Company, filed with the Secretary of State of the State of Delaware as of the Effective Time, shall constitute the Certificate of Formation of the Surviving Company (the "Surviving Certificate"), subject always to the right of the Surviving Company to amend the Surviving Certificate in accordance with the applicable laws of the State of Delaware and the Surviving Certificate.

Section 2.2 **Operating Agreement.** On and after the Effective Time, the Operating Agreement entered into by and between the Surviving Company and its Sole Member effective as of the Effective Time, shall constitute the Operating Agreement of the Surviving Company (the "Surviving Operating Agreement"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Company to alter, amend or repeal the Surviving Operating Agreement in accordance with the applicable laws of the State of Delaware, the Surviving Certificate and the Surviving Operating Agreement.

**ARTICLE 3
OFFICERS**

Section 3.1 **Officers.** On and after the Effective Time, the officers of the Surviving Company shall be as described in the Surviving Operating Agreement and shall continue in office as the officers of the Surviving Company, each to hold office subject to the Surviving Certificate and the applicable laws of the State of Delaware.

ARTICLE 4
MANNER OF CONVERTING AND CANCELING STOCK

Section 4.1 **Cancellation of Merging Corporation's Issued Shares.** At the Effective Time, by virtue of the merger and without any action on the part of the Constituent Companies, all the issued and outstanding shares of common stock of the Merging Corporation shall automatically and by operation of law be canceled, and all certificates evidencing ownership of the common stock of the Merging Corporation shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 4.2 **Existence of Surviving Company Issued Membership Interests.** All the issued and outstanding membership interests of the Surviving Company at the Effective Time shall be and remain outstanding membership interests of the Surviving Company in accordance with their terms.

Section 4.3 **Consideration.** As consideration for the acquisition by the Surviving Company of all rights and property of the Merging Corporation upon consummation of the merger of the Merging Corporation into the Surviving Company, as described in Article 5 hereof, the Surviving Company shall assume all known and unknown liabilities of the Merging Corporation, as described in Article 6 hereof, and cancel all of the issued and outstanding shares of common stock of Merging Corporation as described above. The value of such liabilities so assumed and shares of common stock so cancelled have an equal aggregate fair market value as that of the rights and property acquired by the Surviving Company.

ARTICLE 5
SUCCESSION OF RIGHTS

Section 5.1 **Rights.** From and after the Effective Time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Companies; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Companies shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Companies, shall not revert or be in any way impaired by reason of the Merger.

ARTICLE 6
SUCCESSION OF LIABILITIES

Section 6.1 **Liabilities.** From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Companies shall be preserved unimpaired by the merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of each of the Constituent Companies shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such

Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in the place of the Merging Corporation in such action or proceeding.

ARTICLE 7 CORPORATE ACTS

Section 7.1 Corporate Acts. From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Company.

ARTICLE 8 SERVICE OF PROCESS

Section 8.1 Delaware Service of Process. The Constituent Companies hereby agree that the Surviving Company may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent corporation of Florida, as well as enforcement of any obligation of the Surviving Company, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings, and hereby irrevocably appoint the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceedings, to forward by mail such process to Tanning Research Laboratories, LLC, 6 Research Drive, Shelton, CT, 06484, Attn: President.

ARTICLE 9 FURTHER DOCUMENTS

Section 9.1 Further Documents. If at any time prior to the Effective Time the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger, the proper offices and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the sole Member of the Surviving Company is hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

IN WITNESS WHEREOF, the Surviving Company and the Merging Corporation have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

TANNING RESEARCH
LABORATORIES, LLC.

TANNING RESEARCH
LABORATORIES, INC.

By: TL Grover

By: TL Grover

Title: SECRETARY

Title: SECRETARY