

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-----------------------|
| Watershed Administrative, LLC, as administrative agent | | 09/26/2008 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---------------------------|
| Name: | Helen of Troy Limited |
| Street Address: | 13 8th Avenue, Belleville |
| Internal Address: | P.O. Box 836E |
| City: | St. Michael |
| State/Country: | BARBADOS |
| Postal Code: | 0 |
| Entity Type: | CORPORATION: BARBADOS |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 1360024 | OGILVIE |
| Registration Number: | 2830156 | OGILVIE |
| Registration Number: | 1166031 | PRECISELY RIGHT |
| Registration Number: | 1523120 | WHISPER WAVE |

CORRESPONDENCE DATA

Fax Number: (915)225-8081
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 915-225-8040
Email: wbass@hotus.com
Correspondent Name: William J Bass
Address Line 1: 1 Helen of Troy Plaza
Address Line 4: El Paso, TEXAS 79912

DOMESTIC REPRESENTATIVE

CH \$115.00 1360024

Name: William J Bass
Address Line 1: 1 Helen of Troy Plaza
Address Line 4: El Paso, TEXAS 79912

| | |
|--------------------|----------------|
| NAME OF SUBMITTER: | William J Bass |
| Signature: | /WJB/ |
| Date: | 02/23/2009 |

Total Attachments: 11
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

| | | |
|---|---|--------------------------------|
| | x | |
| | : | |
| In re | : | Chapter 11 |
| | : | |
| ASCENDIA BRANDS, INC., et al.,¹ | : | Case No. 08-11787 (BLS) |
| | : | |
| Debtors. | : | (Jointly Administered) |
| | : | |
| | x | Ref. Docket No. 12 |

ORDER (I) AUTHORIZING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS TO HELEN OF TROY LIMITED ; (II) AUTHORIZING AND APPROVING PURCHASE AGREEMENT THERETO; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion"),² of Ascendia Brands, Inc.; Hermes Acquisition Company I, LLC.; Ascendia Brands Co., Inc.; Lander Co., Inc.; Lander Intangibles Corporation; and Ascendia Real Estate LLC, each a debtor and debtor in possession (collectively, the "Debtors"), pursuant to sections 105(a), 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order (i)(a) Approving Procedures in Connection with the Sale of the Debtors' Assets; (b) Scheduling the Related Auction and Hearing to Consider Approval of Sale and Hearing to Consider Approval of Stalking Horse Protections; (c) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (d) Approving the Form and Manner of Notice Thereof; and (e) Granting Related Relief; and (ii)(a) Authorizing the Sale of Such Assets, Pursuant to the Modified Purchase Agreement, Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (b) Approving the Assumption and Assignment

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Ascendia Brands, Inc. (8820); Hermes Acquisition Company I, LLC (2437); Ascendia Brands Co., Inc. (4604); Lander Co., Inc. (2447); Lander Intangibles Corporation (8789); and Ascendia Real Estate LLC (2435). The mailing address for Lander Co., Inc. and Lander Intangibles Corporation is 1011 Centre Road, Wilmington, DE 19805. The mailing address for each of the other Debtors is 100 American Metro Blvd., Suite 108, Hamilton, NJ 08619.

² Capitalized terms used herein shall have the meaning ascribed to them in the Motion, unless otherwise noted.

of Certain Executory Contracts and Unexpired Leases Related Thereto; and (c) Granting Related Relief, all as more fully described in the Motion; and a hearing on the Bidding Procedures Order having been held before this Court on August 19, 2008; and the Court having entered the Bidding Procedures Order on August 19, 2008; and the Court having conducted the Sale Approval Hearing to consider the approval of the sale of certain of the Debtors' assets (the "Purchased Assets") and related transactions pursuant to the terms of the Asset Purchase Agreement,³ dated September 24, 2008 ("Agreement"), between the Debtors and Helen of Troy Limited (the "Purchaser"); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Motion, the Agreement and transactions contemplated thereby; and the Court having reviewed and considered the Motion, the Agreement, and any objections thereto, and the arguments of counsel made, and evidence adduced, related thereto; and upon the record of the Bidding Procedures Order hearing, the Sale Approval Hearing held before this Court on September 26, 2008, and the full record of these cases; and it appearing that the relief requested in the Motion is in the best interest of the Debtors, their estates, their creditors and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All capitalized terms as used in this Order shall have meaning ascribed to them in the Agreement, unless otherwise defined in this Order.

B. This Court has jurisdiction over the Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core

³ A copy of the Asset Purchase Agreement (herein "Agreement") is annexed hereto as Exhibit A.

proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. A sound business purpose justifies the sale of the Purchased Assets outside the ordinary course of business.

D. Good and sufficient notice of the Motion and the relief sought therein and of the transaction and sale provided by the Agreement, has been given and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and the transactions contemplated by the Agreement has been afforded to parties in interest. The Debtors have given good and sufficient notice of the transaction and sale provided by the Agreement to all creditors and to all Persons that have or may assert a Claim and any Liens and Encumbrances on the Purchased Assets. Such notice and opportunity for hearing provided by the Debtors was appropriate under the particular circumstances, and complied with and was adequate in all respects under Bankruptcy Code sections 102, 363, Rules 2002, 6004, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and any other applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, applicable laws, and Orders of the Bankruptcy Court.

E. The Debtors solicited offers for, conducted an auction of, and selected the Purchaser as the Prevailing Bidder for the sale of the Purchased Assets at the auction ("Auction") held in accordance with the Bidding Procedures Order.

F. The Auction, and the Amended Bidding Procedures with notice thereof filed by the Debtors on September 16, 2008, was fair and reasonable in substance and procedure, and the Auction was conducted in good faith and at arms length.

G. The Debtors have obtained a fair and reasonable price for the Purchased Assets, and the consideration provided by the Purchaser pursuant to the Agreement constitutes a fair and reasonable price for the Purchased Assets.

H. The Purchaser's offer for the Purchased Assets, as embodied in the Agreement, is the highest and/or best offer received by the Debtors therefor.

I. Consummation of the Sale transaction contemplated by the Agreement will provide the highest or otherwise best value for the Purchased Assets and is in the best interests of the Debtors and their estates.

J. The Agreement has been negotiated by the Debtors and the Purchaser in good faith and at arm's length.

K. The Purchaser (and any assignee of Purchaser under section 13.9 of the Agreement) is a "good faith purchaser" entitled to all benefits and protections of section 363(m) of the Bankruptcy Code.

L. The Debtors and the Purchaser have not engaged in any conduct that would permit the Agreement or the Sale contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code.

M. The Debtors have reasonable access to their books and records to allow them to administer their bankruptcy cases post-sale.

N. The legal and factual bases set forth in the Motion and at the Sale Approval Hearing establish just cause for the relief granted herein.

O. The relief requested in the Motion is an exercise of the Debtors' sound business judgment and is in the best interests of the Debtors and their estates and creditors.

P. The entry of this Order is in the best interests of the Debtors, their estates, their creditors and other parties in interest.

Q. The Debtors have determined that CCA Industries, Inc. is the next highest or otherwise best Qualified Bid (the "Back-Up Bidder").

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted.
2. All objections and responses to the Motion that have not been withdrawn, waived, settled or resolved, and all reservations of rights included therein, are hereby overruled and denied. Parties asserting any Liens and Encumbrances on the Purchased Assets who did not object, or who withdrew their objections to the Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.
3. The Purchaser's offer for the Purchased Assets, as embodied in the Agreement, is the highest and best offer for the Purchased Assets and is hereby approved.
4. The Agreement is hereby approved in all respects pursuant to section 363(b) of the Bankruptcy Code and the Debtors are authorized and directed to consummate and perform all of their obligations under the Agreement and to execute such other documents and take such other actions as are necessary or appropriate to effectuate the Agreement.
5. Pursuant to section 363(f) of the Bankruptcy Code, the Purchased Assets may and shall be sold and transferred to Purchaser (and any assignee of Purchaser under section 13.9 of the Agreement) free and clear of all Liens and Encumbrances, Claims, interests and liabilities (as such terms are defined in the Agreement) (collectively herein "Liens") except for Assumed Liabilities as expressly provided in the Agreement, with any and all such Liens to attach to proceeds of such sale with the same validity, priority, force and effect such Liens had on the Purchased Assets

immediately prior to the Sale and subject to the rights, claims, defenses, and objections, if any, of the Debtors and all interested parties with respect to any such asserted Liens.

6. As of the Closing Date, the transactions contemplated by this Agreement effect a legal, valid, enforceable and effective sale and transfer of the Purchased Assets required to be sold to the Purchaser (and any assignee of Purchaser under Section 13.9 of the Agreement) on the Closing Date and shall vest the Purchaser (and any assignees of Purchaser under Section 13.9 of the Agreement) with valid title to the Purchased Assets (and valid, record, marketable and insurable title to the Purchased Assets) free and clear of all Liens and Encumbrances, Claims, interests and liabilities.

7. Any Person, including creditors, that may be in possession of the Purchased Assets shall deliver to Purchaser any of the Purchased Assets in their possession.

8. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Sale by the Debtors to the Purchaser of the Purchased Assets and transactions related thereto, upon the closing under the Agreement are authorized and approved in all respects.

9. The stay provided for in Bankruptcy Rules 6004(g) is hereby waived and this Order shall be effective immediately upon its entry.

10. The terms of this Order shall be binding on the Purchaser and its successors, the Debtors, creditors of the Debtors and all other parties in interest in the Debtors' cases, and the Debtors, and their respective representatives, successors and assigns, including, but not limited to, any Chapter 11 or Chapter 7 trustee that may be appointed in these bankruptcy cases, any trustee, estate representative, entity, or fiduciary that may be appointed in connection with these bankruptcy cases, and any reorganized debtor, trustee, fiduciary, estate representative, creditor representative, or creditor trustee under any plan of reorganization in these bankruptcy cases.

11. The Purchaser (and any assignee of Purchaser under section 13.9 of the Agreement) is a good faith purchaser and shall be entitled to all benefits and protections afforded by section 363(m) of the Bankruptcy Code, and the transactions contemplated by this Agreement are undertaken by Purchaser (and any assignees of Purchaser under Section 13.9 of the Agreement) and the Debtors at arm's length and in good faith.

12. As of the Closing Date, the transaction(s) contemplated by the Agreement effect a legal, valid, enforceable and effective sale and transfer for the Purchased Assets to Purchaser (and any assignee thereof under section 13.9 of the Agreement) and shall vest in Purchaser (and any assignee thereof under section 13.9 of the Agreement) with valid title to the Purchased Assets.

13. With respect to the transactions consummated pursuant to this Order, this Order shall be sole and sufficient evidence of the transfer of title to Purchaser (and any assignee of Purchaser under section 13.9 of the Agreement), and the sale transaction consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title of the Purchased Assets and shall rely upon this Order in consummating the transactions contemplated hereby.

14. If the Purchaser fails to consummate the transaction contemplated by the Agreement because of a breach or failure to perform on the part of such Purchaser, in accordance with Section K of the Bidding Procedures, the Debtors are authorized, but not required, to

consummate the transaction contemplated by the Back-Up Bidder's purchase agreement without further order of the Court.

15. This Court retains jurisdiction to interpret, implement and enforce the provisions of, and resolve any disputes arising under or related to, this Order and the Agreement, all amendments thereto, any waivers and consents thereunder and each of the agreements executed in connection therewith.

16. Nothing contained in any chapter 11 plan confirmed in these cases or the order of confirmation confirming any chapter 11 plan, nor any order dismissing any case or converting it to chapter 7 liquidation shall supersede, conflict with or derogate from the provisions of the Agreement, any documents or instrument executed in connection therewith, or the terms of this Order, which shall control.

17. The failure specifically to include any particular provisions of the Agreement or any of the documents, agreements or instruments executed in connection therewith in this Order shall not diminish or impair the efficacy of such provision, document, agreement or instrument, it being the intent of the Court that the Agreement and each document, agreement or instrument reflected or contemplated by the Agreement be authorized and approved in its entirety.

18. The Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

Dated: Wilmington, Delaware
September 26, 2008

Brendan Linehan Shannon
United States Bankruptcy Judge

EXHIBIT A

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22 Sept 2008

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ASSET PURCHASE AGREEMENT

AMONG

ASCENDIA BRANDS CO., INC.

ASCENDIA BRANDS, INC.

ASCENDIA REAL ESTATE LLC

HERMES ACQUISITION COMPANY I LLC

LANDER CO., INC.

LANDER INTANGIBLES CORPORATION

AND

HELEN OF TROY LIMITED

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Dated as of September 24, 2008

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Schedule 6.6(a)

Intellectual Property

U.S. No. 1360024 (Ogilvie)
U.S. No. 2830156 (Ogilvie logo)
U.S. No. 1166031 (Precisely Right)
U.S. No. 1523120 (Whisper Wave)
Canada No. TMA482700 (Ogilvie)
Ghana No. 15561 (Ogilvie)
Ghana No. 3813 (Ogilvie)
Greece No. 46565 (Ogilvie)
Honduras No. 14983 (Ogilvie)
Hong Kong No. 1973B1404 (Ogilvie)
Hong Kong No. 1974B1285 (Ogilvie in Chinese)
Indonesia No. 434459 (Ogilvie)
Kuwait No. 3348 (Ogilvie)
Malaysia No. 98/03180 (Ogilvie)
Mexico No. 573540 (Ogilvie)
Nicaragua No. 18503 (Ogilvie)
Paraguay No. 210926 (Ogilvie)
Philippines No. 4-2006-011061 (Ogilvie)
Singapore No. T98/02185E (Ogilvie)
Tanzania No. 225/1968 (Ogilvie)
Thailand No. 649419 (Ogilvie)
Uruguay No. 314812 (Ogilvie)

No Licenses