

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ascendia Brands Co., Inc.		03/17/2009	CORPORATION: NEW JERSEY
Ascendia Brands, Inc.		03/17/2009	CORPORATION: DELAWARE
Ascendia Real Estate LLC		03/17/2009	LIMITED LIABILITY COMPANY: NEW YORK
Hermes Acquisition Company I LLC		03/17/2009	LIMITED LIABILITY COMPANY: DELAWARE
Lander Co., Inc.	FORMERLY Hermes U.S., Inc.	03/17/2009	CORPORATION: DELAWARE
Lander Intangibles Corporation		03/17/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Grand Brands, LLC
Also Known As:	AKA Lander Brands
Street Address:	4518 Danvers Drive SE
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49512
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3005186	AMERICA'S HEALTH & BEAUTY CARE COMPANY
Registration Number:	2643973	APRICOT-WAVE
Registration Number:	2684353	BEACH BERRY
Registration Number:	2735005	CORAL SPRINGS
Registration Number:	2750861	HOLLYWOOD PUNCH
Registration Number:	2666317	ISLAND BOUQUET
Registration Number:	2813298	KIDS CLUB

OP \$640.00 3005186

Registration Number:	2232073	LANDER
Registration Number:	1621962	LANDER
Registration Number:	1107685	LANDER
Registration Number:	1623203	LANDER
Registration Number:	0872459	LANDER
Registration Number:	0650237	LANDER
Registration Number:	0869475	LANDER
Registration Number:	1833100	LANDER
Registration Number:	1682578	LANDER
Registration Number:	1987334	
Registration Number:	2298326	
Registration Number:	2394831	
Registration Number:	3274531	LANDER ESSENTIALS
Registration Number:	3268777	LANDERX
Serial Number:	78801149	
Registration Number:	1843464	POLAR ICE
Registration Number:	2847649	VIENNA SPRINGS NATURALS
Registration Number:	0910729	DIXIE PEACH

CORRESPONDENCE DATA

Fax Number: (616)957-8196
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 616.949.9610
Email: swaller@priceheneveld.com
Correspondent Name: Matthew J. Gipson
Address Line 1: PO Box 2567
Address Line 4: Grand Rapids, MICHIGAN 49501-2567

ATTORNEY DOCKET NUMBER:	SUR005 A300
NAME OF SUBMITTER:	Matthew J. Gipson
Signature:	/Matthew J. Gipson/
Date:	04/03/2009

Total Attachments: 6
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LANDER TO GRAND BRANDS TRADEMARK ASSIGNMENT

This Lander to Grand Brands Trademark Assignment is dated as of March 17, 2009 (the "Assignment") between: ASCENDIA BRANDS CO., INC., a New Jersey corporation, with a business address of 100 American Metro Boulevard, Suite 108, Hamilton, New Jersey 08619; ASCENDIA BRANDS, INC., a Delaware corporation, with a business address of 100 American Metro Boulevard, Suite 108, Hamilton, New Jersey 08619; ASCENDIA REAL ESTATE LLC, a New York limited liability company, with a business address of 100 Eldredge Street, Binghamton, New York 13902; HERMES ACQUISITION COMPANY I LLC, a Delaware limited liability company, with a business address of 1011 Centre Road, Suite 310, Wilmington, Delaware 19805; LANDER CO., INC., a Delaware corporation, with a business address of 1011 Centre Road, Suite 310, Wilmington, Delaware 19805, formerly known as HERMES U.S., INC.; and LANDER INTANGIBLES CORPORATION, a Delaware corporation, with a business address of 2711 Centerville Road, Suite 400, Wilmington, Delaware 19805 (collectively the "Assignors"); and GRAND BRANDS, LLC, a Michigan limited liability company, with a business address of 4518 Danvers Drive SE, Grand Rapids, Michigan 49512 (the "Assignee").

WHEREAS, Assignors are the owners of all right, title, and interest in and to the trademarks set forth in Schedule A, as well as any common law trademarks or trade dress related to those marks (collectively, the "Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT. Assignors are the owners of all right, title, and interest in and to the Marks. Assignors hereby assign to Assignee all right, title, and interest in and to the Marks, together with any goodwill associated therewith.
2. RIGHTS AND PRIVILEGES. All rights and privileges pertaining to the Marks, including, but not limited to, the right to sue for and receive all damages from past infringements of the Marks, will be owned, held, and enjoyed by Assignee and its successors, assigns, and other legal representatives for any and all purposes whatsoever.
3. FURTHER ASSURANCES. Assignors agree to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect or record Assignee's ownership of or title to the Marks or to clear any encumbrances with respect to the Marks.
4. AUTHORIZATION. Assignors authorize and request any official throughout the United States, Puerto Rico and the U.S. Virgin Islands, whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignors' respective rights in the Marks.

5. RIGHT TO CONVEY. Assignors hereby covenant that they have full right to convey the entire interest herein assigned and that they have not executed, and will not execute, any agreement in conflict therewith.
6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.
7. GOVERNING LAW. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of New York, exclusive of the application of conflict of laws principles, except that federal law where applicable, shall be governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.

IN WITNESS WHEREOF, Assignors have duly executed this Lander to Grand Brands Trademark Assignment as of the first date written above.

ASCENDIA BRANDS CO., INC., Assignor

By: 
Keith S. Daniels, Chief Financial Officer

ASCENDIA BRANDS, INC., Assignor

By: 
Keith S. Daniels, Chief Financial Officer

ASCENDIA REAL ESTATE LLC, Assignor

By: 
Keith S. Daniels, Chief Financial Officer

HERMES ACQUISITION COMPANY I LLC,
Assignor

By: 
Keith S. Daniels, Chief Financial Officer

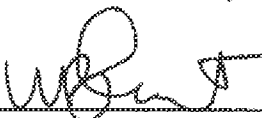
LANDER CO., INC., Assignor

By: 
Keith S. Daniels, Chief Financial Officer

LANDER INTANGIBLES CORPORATION,
Assignor

By: 
Keith S. Daniels, Chief Financial Officer

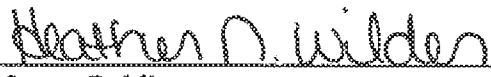
GRAND BRANDS, LLC, Assignee

By: 
William B. Hunt, Chief Executive Officer

ACKNOWLEDGEMENT AND NOTARY

United States of America
State of South Carolina)
)ss:
County of Charleston)

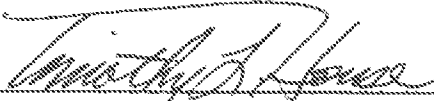
The foregoing instrument was acknowledged before me this 17 day of March, 2009, by Keith S. Daniels, the duly appointed and acting Chief Financial Officer for Ascendia Brands Co., Inc., Ascendia Brands, Inc., Ascendia Real Estate LLC, Hermes Acquisition Company I LLC, Lander Co., Inc., and Lander Intangibles Corporation, the entities described in and which executed the within instrument.


Notary Public

[Notarial Seal]

United States of America
State of Michigan)
)ss:
County of Kent)

The foregoing instrument was acknowledged before me this 3rd day of March, 2009, by William B. Hunt, the duly appointed and acting Chief Executive Officer of Grand Brands, LLC, the limited liability company described in and which executed the within instrument.



Notary Public *Timothy L. Howell*

[Notarial Seal]

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SCHEDULE A TO LANDER TO GRAND BRANDS TRADEMARK ASSIGNMENT

MARK	REGISTRATION NUMBER	COUNTRY
LANDER	34055	Puerto Rico
LANDER	34054	Puerto Rico
AMERICA'S HEALTH & BEAUTY CARE COMPANY	3,005,186	United States
APRICOT-WAVE	2643973	United States
BEACH BERRY	2,684,353	United States
BOPPIN' ORANGE	76/107,719	United States
CORAL SPRINGS	2,735,005	United States
HOLLYWOOD PUNCH	2,750,861	United States
ISLAND BOUQUET	2,666,317	United States
KIDS CLUB	75,854,232	United States
LANDER	22,32,073	United States
LANDER	73,804,264	United States
LANDER	1,107,685	United States
LANDER	1,623,203	United States
LANDER	1,621,962	United States
LANDER	0,972,459	United States
LANDER	0,650,237	United States
LANDER	0,869,475	United States
LANDER	1,833,100	United States
LANDER	1,682,578	United States
LANDER ("THREE STRIPES" DESIGN)	1,987,334	United States
LANDER ("THREE STRIPES" DESIGN)	75,624,836	United States
LANDER (BOTTLE DESIGN)	2,394,831	United States
LANDER ESSENTIALS	78/800,243	United States
LANDERX (STYLIZED)	76/598,786	United States
LILACS AND ROSES	2,541,861	United States
MISC. DESIGN (LANDER	78/801,149	United States

ESSENTIALS SWIRL DESIGN)		
ORANGE PAIL	76/137,814	United States
ORBITING ORANGE	2,465,362	United States
POLAR ICE	1,843,464	United States
SILKY HEAT	2,476,418	United States
SOUR GREEN APPLE	2,308,101	United States
SURFIN' STRAWBERRY	2,517,112	United States
THE PLACE FOR OUT OF THIS WORLD FUN	2,556,493	United States
VIENNA SPRINGS NATURALS	2,847,649	United States
WATERMELON WAVES	2,517,111	United States
LANDER	6700	Virgin Islands (U.S.)
DIXIE PEACH	0,910,729	United States