

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
J.B. Williams Company, Inc.		05/03/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Combe Incorporated		
<b>Street Address:</b>	1101 Westchester Avenue		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10604		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3100775	LECTRIC SMOOTH	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)291-9772		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-558-3946		
Email:	kaala@sullcrom.com, nguyenb@sullcrom.com		
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Address Line 4:	New York, NEW YORK 10004-2498		
ATTORNEY DOCKET NUMBER:	020600/0001		
NAME OF SUBMITTER:	Amina M. Kaal		
Signature:	/Amina Kaal/		
Date:	05/18/2010		

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Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of May 3, 2010 (the "Effective Date"), is made by and between J.B. Williams Company, Inc., a Delaware corporation with an office at 1101 Westchester Avenue, White Plains, New York 10604 ("Assignor"), and Combe Incorporated, a Delaware corporation with an office at 1101 Westchester Avenue, White Plains, New York 10604 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademark registration listed in Exhibit A (the "Trademark");

WHEREAS, Assignor desires to transfer, assign, convey, and deliver all of Assignor's right, title, and interest in and to the Trademark to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Trademark.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:


1. Assignment. Assignor hereby conveys, assigns and transfers to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Trademark, and Assignee agrees to accept, from and after the Effective Date, all of Assignor's right, title and interest in and to the Trademark, including the following:
  - a) the Trademark and all common law equivalents therein, together with the goodwill of the business connected with the use thereof and symbolized thereby;
  - b) all renewals of the Trademark;
  - c) all income, royalties, accrued royalties, damages and payments due or payable with respect to the Trademark, including any payments under any licenses granted by Assignor with respect to use of the Trademark and damages and payments due or payable for past or present infringements, misappropriations, dilutions or other violations of the Trademark; and
  - d) the right to sue for past, present and future infringements, misappropriations, dilutions or other violations of the Trademark, and any money damages awarded or received by the Assignor on account of such suit (or the threat of such suit).
2. Recordation. This Assignment is intended to be recorded with the United States Patent and Trademark Office.

3. Choice of Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws provisions thereof.


4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

J.B. WILLIAMS COMPANY, INC.

By:   
Name: Daniel R. Johnson  
Title: Senior Vice President

COMBE INCORPORATED

By:   
Name: Douglas M. McGraime  
Title: President

**CERTIFICATE OF ACKNOWLEDGMENT**


STATE OF NEW YORK

ss.:

COUNTY OF WESTCHESTER

On this 3<sup>rd</sup> day of May 2010, before me personally came Daniel. R. Johnson to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is Senior Vice President of J.B. Williams Company, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of J.B. Williams Company, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public - State of New York

  
Printed Name Leila J. Toubia

My Commission Expires:

LEILA J. TOUBIA  
Notary Public, State of New York  
No. 01T06007692  
Qualified in Westchester County  
Commission Expires May 26, 2014

**Exhibit A: Trademark**

Trademark	Registration Number
LECTRIC SMOOTH	3100775