

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
The Clorox Company		11/04/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Armor All/STP Products Company		
Street Address:	1221 Broadway		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3621033	OOMPH!	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3128623312		
Email:	patrick.lau@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		
Address Line 2:	c/o Patrick Lau, Legal Assistant		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	42042-25 PL		
NAME OF SUBMITTER:	Patrick Lau		
Signature:	/pl/		
Date:	11/09/2010		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is made as of November 4th immediately prior to the closing of the transaction contemplated by the Purchase and Sale Agreement (the "**Purchase Agreement**") between The Clorox Company and Viking Acquisition Inc., dated September 21, 2010 (the "**Effective Date**") by and between The Clorox Company ("**Assignor**"), a Delaware corporation with its principal place of business at 1221 Broadway, Oakland, California 94612, and The Armor All/STP Products Company ("**Assignee**"), a Delaware corporation with its principal place of business at 1221 Broadway, Oakland, California 94612 (referred to collectively as the "**Parties**" and individually as a "**Party**").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the registered trademark listed on Exhibit A and to the goodwill and reputation of the business connected with and symbolized by the registered trademark; and

WHEREAS, Assignor wishes to assign all right, title and interest in and to such registered trademark to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT.

Assignor hereby irrevocably, perpetually, and forever transfers, conveys, sells and assigns to Assignee, free and clear of all liens, all right, title and interest throughout the world in and to the registered trademark listed on Exhibit A, together with (a) all renewals and extensions thereof, (b) all common law rights in such registered trademark, (c) all goodwill associated therewith, and (d) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in such registered trademark; and to settle and retain proceeds from any such actions).

2. COOPERATION.

Assignor shall execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary to convey, establish, evidence, record, maintain, defend and enforce Assignee's rights in the registered trademark listed on Exhibit A.

3. REPRESENTATIONS AND WARRANTIES.

Assignor represents, warrants and covenants that Assignor has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained.

4. MISCELLANEOUS.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York (including Section 5-1401 of the General Obligations Law), without regard to the conflicts of laws provisions thereof that would require the application of the laws of any other jurisdiction. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall

in no way be affected, impaired or invalidated thereby. This Agreement, including, without limitation, Schedule A, together with the Purchase Agreement, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. Should there be a conflict between the terms in this Agreement and the terms in the Purchase Agreement, the terms in the Purchase Agreement shall govern. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, Assignee and Assignor have executed this Agreement by their respective duly authorized representatives.

Assignor

By: [Signature]
ANGELA HILT

Name

Vice President - Secretary
Title

Assignee

By: [Signature]
ANGELA HILT

Name

Vice President - Secretary
Title

Exhibit A
Trademark Registrations

Country	Trademark	Registration Number	Registration Date	Status
United States of America	OOMP!	3621033	12-May-09	Registered