

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	<b>NEW ASSIGNMENT</b>		
<b>NATURE OF CONVEYANCE:</b>	<b>CHANGE OF NAME</b>		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allegro Mfg. Inc.		09/13/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Conair Corporation		
<b>Street Address:</b>	One Cummings Point Road		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3188812	A ALLEGRO	
Registration Number:	1836797	AMERICAN STYLE LACROSSE SPORTS AND TRADITION	
Registration Number:	1545968	BASICS	
Serial Number:	77614041	CELEBRITY	
Registration Number:	0811537	CELEBRITY	
Registration Number:	3626388	CONTENTS BY ALLEGRO MFG. INC.	
Registration Number:	2351397	DENALI	
Registration Number:	3564542	DENALI	
Registration Number:	3699766	HARRY & SOPHIE BY ALLEGRO	
Registration Number:	3742513	JENARI	
Registration Number:	3284270	KNITPICKERS	
Serial Number:	77210108	LONDON SOHO NEW YORK	
Serial Number:	85117247	LONDON SOHO NEW YORK	
Serial Number:	77926652	LUNCH BOX STUDIO	

**900178584**

**TRADEMARK**  
**REEL: 004432 FRAME: 0253**

CH \$740.00 3188812

Registration Number:	3175868	
Registration Number:	3179056	
Registration Number:	3292614	
Registration Number:	3742482	
Registration Number:	3847879	
Registration Number:	3390583	ML+ MOBILE LIFE
Registration Number:	3564622	MOBILE LIFE
Registration Number:	2112830	MODELLA
Registration Number:	3758204	PRIMROSE HILL
Serial Number:	85092565	PRIMROSE HILL
Registration Number:	2857567	SOHO
Registration Number:	3125342	SOHO
Serial Number:	77966327	
Registration Number:	3469670	TOOTH & NAIL
Registration Number:	3704153	YOU & ME ALWAYS BY ALLEGRO MFG. INC.

#### CORRESPONDENCE DATA

Fax Number: (203)975-4658  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 203-351-9164  
 Email: Lisa\_Deere@conair.com  
 Correspondent Name: Conair Corporation  
 Address Line 1: One Cummings Point Road  
 Address Line 2: Legal Dept.  
 Address Line 4: Stamford, CONNECTICUT 06902

ATTORNEY DOCKET NUMBER:	ALLEGRO DE CHANGE CONAIR
NAME OF SUBMITTER:	Lisa J. Deere
Signature:	/ljd/
Date:	12/13/2010

#### Total Attachments: 15

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# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

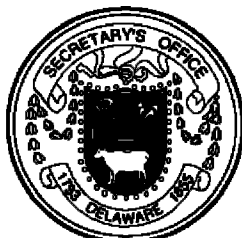
"CONAIR CORPORATION", A DELAWARE CORPORATION,  
WITH AND INTO "ALLEGRO MFG. INC." UNDER THE NAME OF "CONAIR CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF SEPTEMBER, A.D. 2010, AT 4:53 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4412429 8100M

100957691

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8262410

DATE: 09-30-10

TRADEMARK  
REEL: 004432 FRAME: 0256

**CERTIFICATE OF OWNERSHIP AND MERGER  
MERGING CONAIR CORPORATION  
INTO  
ALLEGRO MFG. INC.**

(under Section 253 of the Delaware General Corporation Law)

CONAIR CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), does hereby certify that:

FIRST: The Corporation was incorporated on July 17, 1972 pursuant to the Delaware General Corporation Law.

SECOND: The Corporation owns all of the issued and outstanding shares of common stock, par value \$1.00 per share, of ALLEGRO MFG. INC., a corporation incorporated on August 23, 2007 pursuant to the Delaware General Corporation Law, and that Allegro Mfg. Inc. has no outstanding class of stock other than such common stock.

THIRD: The Corporation, by the following resolutions duly adopted at a meeting of its Board of Directors on August 11, 2010, determined to, and effective upon the filing of this Certificate of Ownership and Merger with the Secretary of State of the State of Delaware hereby does, merge itself into Allegro Mfg. Inc.:

Approval of Merger

WHEREAS, the Corporation is the legal and record owner of all of the outstanding shares of common stock, par value \$1.00 per share, of Allegro Mfg. Inc., a Delaware corporation (the "Surviving Corporation"), which has no outstanding class of stock other than such common stock; and

WHEREAS, the Corporation desires to merge itself into the Surviving Corporation pursuant to the provisions of Section 253 of the Delaware General Corporation Law;

NOW, THEREFORE, BE IT:

RESOLVED, that the proposed merger be submitted to the shareholders of the Corporation entitled to vote for their approval in accordance with Section 228 of the Delaware General Corporation Law and

RESOLVED, that upon receipt of the unanimous written consent of the shareholder of the Corporation entitled to vote thereon, the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed to file with the Secretary of State of the State of Delaware a Certificate of Ownership and Merger embodying these resolutions; and

RESOLVED, that effective upon the filing of a Certificate of Ownership and Merger embodying these resolutions with the Secretary of State of the State of Delaware (the "Effective Date"), the Corporation be merged into the Surviving Corporation; and

RESOLVED, that the terms and conditions of the merger are as follows:

(i) On the Effective Date, the corporate name of the Surviving Corporation shall be changed to "Conair Corporation."

(ii) On the Effective Date, the certificate of incorporation of the Surviving Corporation shall be amended and restated in its entirety to conform to the certificate of incorporation of the Corporation. Immediately prior to the filing with the Secretary of State of the State of Delaware of the Certificate of Ownership and Merger embodying these resolutions, a copy of the certificate of incorporation of the Corporation as then in effect shall be attached as Exhibit A to these resolutions. The Certificate of Incorporation of the Surviving Corporation as amended shall continue in full force and effect until further amended in accordance with the Delaware General Corporation Law.

(iii) On the Effective Date, the bylaws of the Surviving Corporation shall be amended and restated in their entirety to conform to the bylaws of the Corporation as in effect on the Effective Date. The bylaws of the Surviving Corporation as herein amended shall continue in full force and effect until further amended as therein provided or as provided in the Delaware General Corporation Law.

(iv) The directors and officers of the Corporation in office on the Effective Date shall be the members of the Board of Directors and the officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation.

(v) The Surviving Corporation shall assume all of the obligations of the Corporation and shall succeed to all of the assets of the Corporation.

(vi) On the Effective Date, the issued shares of Allegro Mfg. Inc. shall be cancelled, and no consideration shall be given in exchange for such shares. Each outstanding share of each class of capital stock of the Corporation shall be automatically converted into one share of such class of capital stock of the Surviving Corporation such that, upon such conversion, the number of shares of each class of capital stock of the Surviving Corporation held of record by each stockholder of the Corporation shall equal the number shares of such class of capital stock of the Corporation held of record by such stockholder as of the Effective Date. All certificates evidencing outstanding shares of capital stock of

the Corporation on the Effective Date shall, without any surrender or exchange thereof, be deemed to represent such shares of the Surviving Corporation.

.....

Miscellaneous

RESOLVED, that any of the Officers of the Corporation be, and each of them hereby is, authorized, empowered and directed to execute and deliver any and all agreements, instruments, certificates and other documents, to pay such fees and taxes, to give such notices, to make such filings, to obtain such governmental and third-party consents, and to take such other actions in the name and on behalf of the Corporation as such Officers may deem necessary or advisable to effectuate the purposes and intentions of the foregoing resolutions; and

RESOLVED, that the authority and power given under the foregoing resolutions shall be deemed retroactive and any and all acts authorized thereunder performed prior to the passage of the foregoing resolutions shall be, and they hereby are, ratified and approved.

FOURTH: The merger has been approved by the holders of not less than a majority of the issued and outstanding shares of Class B Common Stock of the Corporation, representing the only outstanding class of stock of the Corporation entitled to vote thereon, by written consent without a meeting in accordance with Section 228 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, Conair Corporation has caused this Certificate of Ownership and Merger to be signed by its duly authorized officer on September 30, 2010.

CONAIR CORPORATION

By: Richard A. Margulies

Name: Richard A. Margulies  
Title: Senior Vice President, Secretary &  
General Counsel

**EXHIBIT A**

**Amended**

**Certificate of Incorporation of the Surviving Corporation**

**See attached.**



**AMENDED**  
**CERTIFICATE OF INCORPORATION**

of

**CONAIR CORPORATION**  
(formerly Allegro Mfg. Inc.)

FIRST: Name. The name of the corporation is Conair Corporation (the "Corporation").

SECOND: Address: Registered Office and Agent. The address of the Corporation's registered office is 1209 Orange Street, Wilmington, County of New Castle, State of Delaware 19801; and its registered agent at such address is The Corporation Trust Company.

THIRD: Purpose. The purpose of the Corporation is to engage in, carry on and conduct any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: Number of Shares. The total number of shares of all classes of stock that the Corporation shall have authority to issue is Eighteen Million (18,000,000) shares, all of which shall be shares of common stock, par value \$0.001 per share (the "Common Stock"), of which Eleven Million (11,000,000) shall be the authorized number of shares of Class A Common Stock and Seven Million (7,000,000) shall be the authorized number of shares of Class B Common Stock. There is no difference between the Class A Common Stock and the Class B Common Stock except for the voting rights provided in Section A.1 of this Article FOURTH.

A. Common Stock. The Board of Directors of the Corporation (the "Board of Directors") may authorize the issuance of shares of Class A Common Stock and shares of Class B Common Stock from time to time subject to the foregoing. All shares of Class A Common Stock and Class B Common Stock will be identical (including with respect to distribution and liquidation proceeds within the meaning of Section 1.1361-1(l) of the regulations promulgated under the Code (as defined in Article TENTH)) and will entitle the holders thereof to the same rights and privileges, except with respect to voting rights as provided herein.

1. Voting Rights.

(a) The Class A Common Stock shall not entitle the holders thereof to any voting rights or powers except as otherwise required by law. The authorized number of shares of Class A Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) without a separate class vote of the holders of the Class A Common Stock

(b) Each outstanding share of Class B Common Stock shall entitle the holder thereof to ten votes on all matters submitted to a vote of the stockholders of the Corporation and, except as otherwise required by law, the holders of the Class B Common Stock shall have the exclusive right and power to vote.

(c) No alteration of or change to the powers, preferences or special rights of the shares of Class B Common Stock, whether effected by merger, amendment or otherwise, shall be made without the consent of the holders of shares representing a majority of the outstanding shares of Class B Common Stock, voting as a single class, if such alteration or change would have an adverse effect on such holders. With respect to the provisions of Section 242 of the General Corporation Law, any amendment to this Certificate of Incorporation to increase or decrease the aggregate number of authorized shares of Class A Common Stock or shares of Class B Common Stock hereafter outstanding shall not be deemed to be an amendment that would adversely affect the holders of outstanding shares of Class A Common Stock.

## **2. Dividends and Distributions**

(a) The holders of outstanding shares of Class A Common Stock and the holders of outstanding shares of Class B Common Stock shall be entitled to receive such dividends and other distributions in cash, property or shares of stock of the Corporation as may be declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor. Shares of Class A Common Stock and Class B Common Stock shall be equal in respect of rights to dividends and other distributions in cash, property or shares of stock of the Corporation. No dividend in cash, property or shares of stock of the Corporation may be declared and paid on any shares of Common Stock unless a dividend of the same character (i.e., cash, property or shares of stock of the Corporation) is simultaneously declared and paid on all shares of Common Stock.

(b) No offering of rights to subscribe for shares of capital stock may be made to holders of Class A Common Stock or Class B Common Stock unless an identical offering is made simultaneously to the holders of the other class, except that if the offering is of rights to subscribe for shares of Common Stock, the holders of the Class A Common Stock shall be offered the right to subscribe for shares of Class A Common Stock and the holders of Class B Common Stock shall be offered the right to subscribe for shares of Class B Common Stock. All such rights offerings shall offer the respective holders of Class A Common Stock and Class B Common Stock the right to subscribe at the same rate per share.

## **3. Conversion of Class B Common Stock.**

(a) Each holder of shares of Class B Common Stock shall be entitled to convert, at any time and from time to time, any or all of such holder's shares of Class B Common Stock, on a one-for-one basis, into the same number of fully paid and non-assessable shares of Class A Common Stock, subject to adjustment as set forth in Section A.3(c) of this Article FOURTH. Such right shall be exercised by the surrender of

the certificate or certificates representing the shares of Class B Common Stock to be converted to the Corporation at any time during normal business hours at the principal executive offices of the Corporation or at the office of the transfer agent for the Class B Common Stock, if any (the "Transfer Agent"), accompanied by a written notice of the holder of such shares stating that such holder desires to convert such shares, or a stated number of the shares represented by such certificate or certificates, into an equal number of shares of the Class A Common Stock, and (if so required by the Corporation or the Transfer Agent) by instruments of transfer, in form satisfactory to the Corporation and to the Transfer Agent, duly executed by such holder or such holder's duly authorized attorney, and transfer tax stamps or funds therefor, if required pursuant to Section A.3(e) of this Article FOURTH.

(b) As promptly as practicable following the surrender for conversion of a certificate representing shares of Class B Common Stock in the manner provided in Section A.3(a) and the payment in cash of any amount required by the provisions of Section A.3(e), the Corporation will deliver or cause to be delivered at the office of the Transfer Agent to or upon the written order of the holder of such certificate, a certificate or certificates representing the number of full shares of Class A Common Stock issuable upon such conversion, issued in such name or names as such holder may direct. Any conversion under Section A.3(a) of this Article FOURTH shall be deemed to have been effected immediately prior to the close of business on the date of the surrender of the certificate or certificates representing shares of Class B Common Stock. Upon the date any conversion under Section A.3(a) of this Article FOURTH is made, all rights of the holder of such shares as such holder shall cease, and the person or persons in whose name or names the certificate or certificates representing the shares of Class A Common Stock are to be issued shall be treated for all purposes as having become the record holder or holders of such shares of Class A Common Stock; provided, however, that any such surrender and payment on any date when the stock transfer books of the Corporation shall be closed shall constitute the person or persons in whose name or names the certificate or certificates representing shares of Class A Common Stock are to be issued as the record holder or holders thereof for all purposes immediately prior to the close of business on the next succeeding day on which the stock transfer books are open.

(c) In the event that the Corporation shall issue shares of Class A Common Stock to the holders of Class A Common Stock as a stock split, or in the event that the Corporation reduces the number of outstanding shares of Class A Common Stock in a reverse stock split or stock combination, then the number of shares of Class A Common Stock issuable upon conversion of a share of Class B Common Stock shall be adjusted such that the holder of the shares of Class B Common Stock shall receive the number of shares of Class A Common Stock that such holder would have received if such conversion had occurred immediately prior to the record date for such stock split, reverse stock split or stock combination of the Class A Common Stock, as the case may be. In the event that the Corporation shall issue shares of Class B Common Stock to the holders of Class B Common Stock in a reverse stock split or stock combination, then the number of shares of Class A Common Stock shall be adjusted such that the holder of shares of Class B Common Stock shall receive the number of shares of Class A Common Stock that such holder would have received if such conversion had occurred immediately prior

to the record date for such stock split, reverse stock split or stock combination of the Class B Common Stock, as the case may be. In the event of a reclassification or other similar transaction as a result of which the shares of Class A Common Stock are converted into another security, then the amount of such security issuable upon conversion of a share of Class B Common Stock shall be determined such that the holder of the shares of Class B Common Stock shall receive the amount of such security that such holder would have received if such conversion had occurred immediately prior to the record date of such reclassification or other similar transaction. No adjustments in respect of dividends shall be made upon the conversion of any share of Class B Common Stock; provided, however, that if a share shall be converted subsequent to the record date for the payment of a dividend or other distribution on shares of Class B Common Stock but prior to such payment, then the registered holder of such share at the close of business on such record date shall be entitled to receive the dividend or other distribution payable on such share on such date notwithstanding the conversion thereof or the Corporation's default in payment of the dividend due on such date.

(d) The Corporation covenants that it will at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of issuance upon conversion of the outstanding shares of Class B Common Stock, such number of shares of Class A Common Stock that shall be issuable upon the conversion of all such outstanding shares of Class B Common Stock; provided, that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of the conversion of the outstanding shares of Class B Common Stock by delivery of purchased shares of Class A Common Stock which are held in the treasury of the Corporation. The Corporation covenants that if any shares of Class A Common Stock require registration with or approval of any governmental authority under any federal or state law before such shares of Class A Common Stock may be issued upon conversion, the Corporation will cause such shares to be duly registered or approved, as the case may be. The Corporation will endeavor to list or have quoted the shares of Class A Common Stock required to be delivered upon conversion prior to such delivery upon each national securities exchange or inter-dealer quotation system upon which the outstanding Class A Common Stock is listed or quoted, if any, at the time of such delivery. The Corporation covenants that all shares of Class A Common Stock that shall be issued upon conversion of the shares of fully paid and non-assessable Class B Common Stock will, upon issue, be fully paid and non-assessable.

(e) The issuance of certificates for shares of Class A Common Stock upon conversion of shares of Class B Common Stock shall be made without charge to the holders of such shares for any stamp or other similar tax in respect of such issuance; provided, however, that if any such certificate is to be issued in a name other than that of the holder of the share or shares of Class B Common Stock converted, then the person or persons requesting the issuance thereof shall pay to the Corporation the amount of any tax that may be payable in respect of any transfer involved in such issuance or shall establish to the satisfaction of the Corporation that such tax has been paid.

(f) Shares of Class B Common Stock that are converted into shares of Class A Common Stock as provided herein shall continue to be authorized shares of Class B Common Stock and available for reissue by the Corporation as determined by the Board of Directors.

4. Stock Splits. The Corporation shall not in any manner subdivide (by any stock split, stock dividend, reclassification, recapitalization or otherwise) or combine the outstanding shares of one class of Common Stock unless the outstanding shares of all classes of Common Stock shall be proportionately subdivided or combined.

5. Liquidation Rights. In the event of any dissolution, liquidation or winding up of the affairs of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation, the remaining assets and funds of the Corporation, if any, shall be divided among and paid ratably to the holders of the Class A Common Stock and the Class B Common Stock treated as a single class.

6. No Preemptive Rights The holders of shares of Common Stock are not entitled to any preemptive right to subscribe for, purchase or receive any part of any new or additional issue of stock of any class, whether now or hereafter authorized, or of bonds, debentures or other securities convertible into or exchangeable for stock.

B. [Reserved.]

FIFTH: Adoption, Amendment and/or Repeal of By-Laws. The Board of Directors may from time to time make, alter or repeal the By-laws by a vote of at least a majority of the entire Board of Directors that would be in office if no vacancy existed, whether or not present at a meeting; provided, however, that any By-laws made, amended or repealed by the Board of Directors may be amended or repealed, and any By-laws may be made, by the stockholders of the Corporation by vote of a majority of the holders of shares of stock of the Corporation entitled to vote in the election of directors of the Corporation.

SIXTH: Election of Directors. Members of the Board of Directors may be elected either by written ballot or by voice vote

SEVENTH: Limitation of Liability

A. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law or (iv) for any transaction from which the director derived any improper personal benefits.

B. Any repeal or modification of Section A. of this Article SEVENTH shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

EIGHTH: Indemnification.

A. To the extent not prohibited by law, the Corporation shall indemnify any person who is or was made, or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a director or officer of the Corporation, or is or was serving in any capacity at the request of the Corporation for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (an "Other Entity"), against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees and disbursements). Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or to an Other Entity at the request of the Corporation to the extent the Board at any time specifies that such persons are entitled to the benefits of this Article EIGHTH.

B. The Corporation shall, from time to time, reimburse or advance to any director or officer or other person entitled to indemnification hereunder the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding, in advance of the final disposition of such Proceeding; provided, however, that, if required by the General Corporation Law, such expenses incurred by or on behalf of any director or officer or other person may be paid in advance of the final disposition of a Proceeding only upon receipt by the Corporation of an undertaking, by or on behalf of such director or officer (or other person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such director, officer or other person is not entitled to be indemnified for such expenses.

C. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article EIGHTH shall not be deemed exclusive of any other rights to which a person seeking indemnification or reimbursement or advancement of expenses may have or hereafter be entitled under any statute, this Certificate of Incorporation, the By-laws of the Corporation (the "By-laws"), any agreement, any vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office

D. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article EIGHTH shall continue as to a person who has ceased to be a director or officer (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person.

E. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of an Other Entity, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article EIGHTH, the By-laws or under Section 145 of the General Corporation Law or any other provision of law.

F. The provisions of this Article EIGHTH shall be a contract between the Corporation, on the one hand, and each director and officer who serves in such capacity at any time while this Article EIGHTH is in effect and any other person indemnified hereunder, on the other hand, pursuant to which the Corporation and each such director, officer, or other person intend to be legally bound. No repeal or modification of this Article EIGHTH shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any Proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

G. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article EIGHTH shall be enforceable by any person entitled to such indemnification or reimbursement or advancement of expenses in any court of competent jurisdiction. The burden of proving that such indemnification or reimbursement or advancement of expenses is not appropriate shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel and its stockholders) to have made a determination prior to the commencement of such action that such indemnification or reimbursement or advancement of expenses is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors, its independent legal counsel and its stockholders) that such person is not entitled to such indemnification or reimbursement or advancement of expenses shall constitute a defense to the action or create a presumption that such person is not so entitled. Such a person shall also be indemnified for any expenses incurred in connection with successfully establishing his or her right to such indemnification or reimbursement or advancement of expenses, in whole or in part, in any such proceeding.

H. Any director or officer of the Corporation serving in any capacity (i) another corporation of which a majority of the shares entitled to vote in the election of its directors is held, directly or indirectly, by the Corporation or (ii) any employee benefit plan of the Corporation or any corporation referred to in clause (i) shall be deemed to be doing so at the request of the Corporation.

I. Any person entitled to be indemnified or to reimbursement or advancement of expenses as a matter of right pursuant to this Article EIGHTH may elect to have the right to indemnification or reimbursement or advancement of expenses interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the applicable Proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time such indemnification or

reimbursement or advancement of expenses is sought. Such election shall be made, by a notice in writing to the Corporation, at the time indemnification or reimbursement or advancement of expenses is sought; provided, however, that if no such notice is given, the right to indemnification or reimbursement or advancement of expenses shall be determined by the law in effect at the time indemnification or reimbursement or advancement of expenses is sought.

**NINTH: Stockholders.**

A. **Action by Stockholders.** Any action required or permitted to be taken by the holders of the issued and outstanding stock of the Corporation may be effected at an annual or special meeting of stockholders duly called and held in accordance with law and this Certificate of Incorporation and the Corporation's By-laws, or, as long as any shares of Class B Common Stock are outstanding, without a meeting, on written consent setting forth the action so taken, signed by the holders of outstanding shares entitled to vote thereon having not less than the minimum number of votes that would be necessary to authorize or take such action at a stockholders' meeting, provided, that if no shares of Class B Common Stock are outstanding, such written consents shall require the signature by holders of all outstanding shares entitled to vote thereon.

B. **Meetings of Stockholders.** The annual meeting of stockholders of the Corporation for the election of directors and the transaction of such other business as may be brought before such meeting in accordance with this Certificate of Incorporation shall be held at such hour and on such business day in each year as may be determined by resolution adopted by the affirmative vote of a majority of the entire Board of Directors (the "entire Board"). Except as otherwise required by law, special meetings of stockholders may be called only at the direction of the Board of Directors by resolution adopted by the affirmative vote of a majority of the entire Board, the Chairman of the Board or the President of the Corporation. Upon a written request by the Board of Directors to call a special meeting of stockholders, the Chairman, the President or the Secretary shall call such meeting. Except as otherwise required by law, stockholders of the Corporation shall not have the right to request or call a special meeting of the stockholders. Annual and special meetings of stockholders shall not be called or held otherwise than as herein provided.

**TENTH: Restrictions on Transfers.**

A. **Restriction of Transfers.** On and after the date hereof until the Restriction Termination Date, except as otherwise determined by the Board of Directors: (i) any Transfer of shares of Common Stock that, if effective, would result in a violation of the Shareholders Agreement or any Management Shareholder Agreement and (ii) any Transfer of shares of Common Stock that, if effective, would result in the Corporation ceasing to be an "S corporation" under Subchapter S of the Code shall, in each case, be void ab initio and the intended transferee shall acquire no rights in such shares of Common Stock.



B. Remedies for Breach. If the Board of Directors shall at any time determine in good faith that a purported Transfer has taken place in violation of Section A. of this Article TENTH or that a person or entity intends to acquire or has attempted to acquire any shares of Common Stock in violation of Section A. of this Article TENTH, the Board of Directors may take such action as it deems advisable to refuse to give effect to or to prevent such Transfer, including, but not limited to, refusing to give effect to such Transfer on the books of the Corporation or instituting proceedings to enjoin such Transfer or transaction; provided, however, that any Transfers or attempted Transfers in violation of Section A. of this Article TENTH shall be void ab initio, irrespective of any action (or non-action) by the Board of Directors.

C. Notice of Restricted Transfer. Any person or entity that acquires or attempts to acquire shares of Common Stock in violation of Section A of this Article TENTH shall immediately give written notice to the Corporation of such Transfer or attempted Transfer and shall provide to the Corporation such other information as the Corporation may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Corporation's status as an "S corporation" under Subchapter S of the Code.

D. Remedies Not Limited. Nothing contained in this Certificate of Incorporation shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the interests of the Corporation's stockholders by preservation of the Corporation's status as an "S corporation" under Subchapter S of the Code.

E. Legend. On and after the date hereof, and prior to the Restriction Termination Date, each share of Common Stock that is represented by a certificate shall bear a legend on the face thereof substantially to the following effect:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A [SHAREHOLDERS][MANAGEMENT SHAREHOLDER] AGREEMENT WITH CONAIR CORPORATION DATED AS OF \_\_\_\_\_, 2010, AS IT MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME. THE [SHAREHOLDERS][MANAGEMENT SHAREHOLDER] AGREEMENT (A COPY OF WHICH MAY BE INSPECTED AT THE COMPANY'S CORPORATE HEADQUARTERS) CONTAINS, AMONG OTHER THINGS, CERTAIN PROVISIONS RELATING TO THE TRANSFER OF THE SHARES SUBJECT TO SUCH [SHAREHOLDERS][MANAGEMENT SHAREHOLDER] AGREEMENT. NO SALE, ASSIGNMENT, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE, DIRECTLY OR INDIRECTLY, MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH [SHAREHOLDERS][MANAGEMENT SHAREHOLDER] AGREEMENT. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH [SHAREHOLDERS][MANAGEMENT SHAREHOLDER] AGREEMENT.

F. Severability. If any provision of this Article TENTH or any application of any such provision is determined to be invalid by any United States federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected, and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

G. Definitions. For purposes of this Article TENTH, except where the context otherwise requires, the following terms shall have the following meanings:

"Code" shall mean Internal Revenue Code of 1986, as amended or replaced from time to time hereafter.

"Management Shareholder Agreement" shall mean a Management Shareholder Agreement, by and between the Corporation and each stockholder granted a restricted stock award pursuant to the Corporation's 2002 Stock Award Plan, as amended from time to time.

"Restriction Termination Date" shall mean such date as may be determined by the Board of Directors in its sole discretion (and for any reason) as the date on which the ownership and transfer restrictions set forth in this Article TENTH shall cease to apply.

"Shareholders Agreement" shall mean the Shareholders Agreement, dated as of August 26, 2010, by and among the Corporation, Cummings Point, LLC, Cummings Point II, LLC and JMD-C, Inc., as Trustee of the Leandro P. Rizzuto 2002 Irrevocable Grantor Trust created under the trust agreement dated April 2, 2002, as amended from time to time.

"Transfer" shall mean assign, alienate, pledge, attach, sell, offer, distribute or otherwise transfer or encumber (including, without limitation, by means of any participation, swap, or other derivative transaction)