

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Grand Brands, LLC		09/22/2010	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Surefil, LLC
<b>Street Address:</b>	4650 Danvers Drive, S.E.
<b>City:</b>	Kentwood
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	49512
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3718658	E
Registration Number:	3274531	LANDER ESSENTIALS
Registration Number:	3005186	AMERICA'S HEALTH & BEAUTY CARE COMPANY
Registration Number:	3268777	LANDERX
Registration Number:	2298326	
Registration Number:	2813298	KIDS CLUB
Registration Number:	2847649	VIENNA SPRINGS NATURALS
Registration Number:	2394831	
Registration Number:	2232073	LANDER
Registration Number:	1987334	
Registration Number:	1833100	LANDER
Registration Number:	1843464	POLAR ICE
Registration Number:	1682578	LANDER
Registration Number:	1621962	LANDER

**OP \$515.00 3718658**

**900178728**

**TRADEMARK  
 REEL: 004433 FRAME: 0459**

Registration Number:	1623203	LANDER
Registration Number:	1107685	LANDER
Registration Number:	0869475	LANDER
Registration Number:	0910729	DIXIE PEACH
Registration Number:	0650237	LANDER
Serial Number:	77952932	SUREFIL LLC

**CORRESPONDENCE DATA**

Fax Number: (616)632-8002  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6166328000  
Email: jpuplava@mmbjlaw.com  
Correspondent Name: Jennifer A. Puplava  
Address Line 1: 900 Monroe Avenue NW  
Address Line 4: Grand Rapids, MICHIGAN 49546

ATTORNEY DOCKET NUMBER:	36299-37992
NAME OF SUBMITTER:	Jennifer A. Puplava
Signature:	/Jennifer A. Puplava/
Date:	12/14/2010

Total Attachments: 7  
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## ASSIGNMENT

ASSIGNMENT made effective this 22<sup>nd</sup> day of September, 2010, by SUREFIL, LLC ("**Assignor**"), a Michigan limited liability company, and Abaco Partners, LLC ("**Assignee**"), a Michigan limited liability company.

### RECITALS:

WHEREAS, Assignor is the holder of rights in and to the following (including, but not limited to those identified on Exhibit A) (collectively, the "**Lander Brand Assets**"):

(a) all intellectual property rights, relating exclusively to the "Lander" "Young 'n free" and "Dixie Peach" brands and all variations, derivations and translations thereof, in which Grand Brands, LLC, a Michigan limited liability company, has any right title and interest, including marks owned by, licensed to and/or exploited by Grand Brands, LLC, relating thereto in the United States, its territories, and, to the extent owned by licensed or to Grand Brands, LLC, Canada (collectively, "**Lander Brand**"): (i) patents and applications therefor, including continuations, divisional, continuations-in-part, or reissue patent applications and patents issuing thereon, (ii) registered and unregistered trademarks (including common law trademarks), service marks, trade names, service names, brand names, fictional or assumed names, all trade dress rights, logos, slogans, internet domain names and corporate names, together with the goodwill associated with the foregoing, and applications, registration and renewals thereof, (iii) all United States and foreign copyrights and registrations and applications therefor and works of authorship, and mask work rights, (iv) product formulations and specifications, (vi) brand related property and advertising materials, copy, commercials, images, artwork and campaigns, (vii) other proprietary rights relating to any of the foregoing, and (viii) all claims against third parties arising relating to any infringement or other violation of the Purchased Intellectual Property, and all remedies available with respect to such claims;

(b) all Lander Brand finished goods inventory consisting of health and beauty care products sold by Grand Brands, LLC;

(c) all raw material inventory of Grand Brands, LLC consisting of (i) reclaimed or recycled goods, work in process and raw materials held exclusively for the production of Lander Brand products and (ii) bottles, tubes, closures, packaging, label stock, corrugate and other supplies specifically identified exclusively with the Lander Brand products; however, such raw materials shall exclude all of the foregoing relating to Lander Rx.

- (d) all documents relating exclusively to the Lander Brand Assets;
- (e) all available graphic art television commercials, point-of-sale materials and advertising copy predominantly used in connection with the Land Brand Assets;
- (f) all available tooling, customized for the Lander Brand Assets, owned, including but not limited to bottle molds;
- (g) all available printing plates for labels and corrugate predominantly used in connection with the Lander Brand Assets;
- (h) all vendor lists including terms and pricing (current and historical) for materials, components, and packaging for the Lander Brand Assets and historic customer sales and product pricing history for the Lander Brand Assets for the last two (2) years; and
- (i) all available bill of materials, formulas with percentage weight, mix instructions, testing requirements and specifications for raw materials packaging components, bulk product, finished product and stabilities (if applicable) sampling and retain requirements, all applicable test methods, material safety data sheets (MSDS), bottle coding and shipper coding requirements, fill specification including specific gravity, torque specification for cap if applicable, expiration date or freeze warning requirements, label placement requirements, label artwork, bottle drawing, cap drawing, shipper artwork, shipper layout, and pallet pattern, in each case regarding the Lander Brand Assets.

WHEREAS, Assignor is the holder of Intellectual Property rights used by or in the business of Surefil, LLC. For purposes of this Assignment, "Intellectual Property" means all product formulations and specifications, registered trademarks or service marks and all trademark and service mark applications, all common law trademarks, trade names, trade dress and logos, all copyrights (including copyrighted content on internet sites to the extent related to Surefil, LLC), all domain names, all know-how, trade secrets and other confidential information, inventions, ideas, discoveries, patent applications and granted patents (including any and all continuations, continuations-in-part, additions and divisions thereof, and any and all patents issuing from the patent applications, and any reissues, reexaminations, renewals, extensions, and substitutions of any of the patents), and all industrial designs, owned by any Assignor (collectively the "**Surefil Related Intellectual Property**")

WHEREAS, Assignor wishes to assign and convey the Lander Brand Assets and the Surefil Related Intellectual Property to Assignee, and Assignee wishes to acquire the Lander Brand Assets and the Surefil Related Intellectual Property in accordance with the terms and conditions hereof.

In view of the foregoing and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree with the above Recitals and agree as follows:

1. **ASSIGNMENT.** Assignor assigns and conveys to Assignee all of its right, title and interest in and to the Lander Brand Assets and the Surefil Related Intellectual Property for all lawful purposes or uses, including, but not limited to the manufacture, sale, marketing, distribution of goods, products and/or services in the United States, its territories and Canada, provided, however, that any rights to use the Lander Brand in Canada are assigned only to the extent that Assignor has any rights to the Lander Brand in Canada. Assignor makes no representations or warranties as to its rights in the Lander Brand in Canada.

2. **FURTHER ASSURANCE.** Assignor agrees that it will, at any time and from time to time upon request of Assignee, execute, acknowledge and deliver or use reasonable efforts to cause to be executed, acknowledged and delivered, all such further reasonable instruments, assignments, transfers, conveyances, assurances and other documents as may be required to affect the transaction contemplated by this Assignment.

3. **ACKNOWLEDGMENT OF ASSIGNEE.** Assignee acknowledges that it is aware of the terms and conditions of paragraph 3 of that certain Agreement made as of the 30<sup>th</sup> day of October, 2008, by and among Surefil, LLC, Grand Brands, LLC, CMA International, LLC, Oleander Intangibles, LLC, and Oleander Brands International, LLC. Assignor further acknowledges that it is aware of the terms and conditions of paragraph 5 of that certain Bill of Sale and Assignment dated October 31, 2008, by and between Surefil, LLC, Grand Brands, LLC, Oleander Brands International, LLC and Oleander Intangibles, LLC. Assignee agrees to abide by the restrictions contained in those paragraphs.

4. **WARRANTY DISCLAIMER.** ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS OR ANY RELATED MATERIALS OR PRODUCTS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

**Surefil, LLC**

By: W B Hunt Corp.

Its: Manager

By:  \_\_\_\_\_

William B. Hunt

Its: President

**Abaco Partners, LLC**

By:  \_\_\_\_\_

Thomas D. Seeber

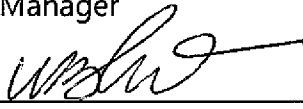
Its: Manager

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

**Surefil, LLC**

By: W B Hunt Corp.

Its: Manager

By:  \_\_\_\_\_

William B. Hunt

Its: President

**Abaco Partners, LLC**




By: \_\_\_\_\_

Thomas D. Seeber


Its: Manager


Exhibit A

LANDER BRAND ASSETS  
TRADEMARKS

<b>REGISTERED TRADEMARKS</b>	
<b><u>Mark and Words:</u></b>	<b><u>Registration Number</u></b>
 (words only): E	3718658
LANDER ESSENTIALS  (words only): LANDER ESSENTIALS	3274531
AMERICA'S HEALTH & BEAUTY CARE COMPANY  (words only): AMERICA'S HEALTH & BEAUTY CARE COMPANY	3005186
<b>LANDER<sub>x</sub></b>  (words only): LANDERX	3268777
	2298326
KIDS CLUB	2813298
VIENNA SPRINGS NATURALS	2847649
	2394831
LANDER	2232073



	1987334
LANDER	1833100
POLAR ICE	1843464
LANDER	1682578
LANDER	1621962
LANDER	1623203
LANDER	1107685
LANDER	869475
DIXIE PEACH	910729
LANDER	650237

<b>TRADEMARK APPLICATIONS</b>	
<b><u>Mark and Words:</u></b>	<b><u>Serial Number</u></b>
 (words only): Surefil LLC	77952932
BIOPROFESSIONAL	Unfiled