

):JENNIFER A. PUPLAVA COMPANY:900 MONROE AVENUE NW

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
Surefil, LLC		09/22/2010	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Abaco Partners, LLC		
Street Address:	900 Byron Commerce Dr SW		
City:	Byron Center		
State/Country:	MICHIGAN		
Postal Code:	49315		
Entity Type:	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 \$516.00 3718658

JENNIFER A. PUPLAVA COMPANY:900 MONROE AVENUE NW

Registration Number:	1623203	LANDER
Registration Number:	1107685	LANDER
Registration Number:	0889475	LANDER
Registration Number:	0910729	DIXIE PEACH
Registration Number:	0850237	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 49503

ATTORNEY DOCKET NUMBER:	36299-37992
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NAME OF SUBMITTER:	Jennifer A. Puplava
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Signature:	/Jennifer A. Puplava/
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Date:	12/14/2010
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Total Attachments: 7
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Registration Number:	1987334		
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Registration Number:	1843484	POLAR ICE	
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Registration Number:	1621962	LANDER	

OP \$515.00 3718658

Registration Number:	1623203	LANDER
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ASSIGNMENT

ASSIGNMENT made effective this 22nd 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, (v) brand related property and advertising materials, copy, commercials, images, artwork and campaigns, (vi) 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 30th 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 NON-INFRINGEMENT.

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

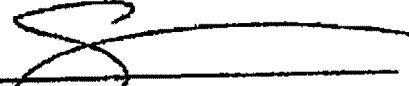
Surefil, LLC

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 ALANDER BRAND ASSETS
TRADEMARKS

REGISTERED TRADEMARKS	
<u>Mark and Words:</u>	<u>Registration Number</u>
 (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
LANDER _x (words only): LANDERX	3268777
	2298326
KIDS CLUB	2813298
VIENNA SPRINGS NATURALS	2847649
	2394831
LANDER	2232073

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

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

(00589431 4)

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JENNIFER A. PUPLAVA COMPANY:900 MONROE AVENUE NW



UNITED STATES PATENT AND TRADEMARK OFFICE

 UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
 DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 03, 2011

PTAS

 JENNIFER A. PUPLAVA
 900 MONROE AVENUE NW
 GRAND RAPIDS, MI 49503
***900178730***
 UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900178730

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
 MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
 IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
 YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
 571-272-3350.

1. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE CITIZENSHIP OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. §3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEET MUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRY OF ORGANIZATION) OF EACH PARTY RECEIVING THE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THE COVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERS OR ACTIVE MEMBERS THAT COMPOSE THE PARTNERSHIP OR JOINT VENTURE. 37 C.F.R. §3.31(A)(8).

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JENNIFER A. PUPLAVA COMPANY:900 MONROE AVENUE NW

SHAREILL COLES, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

JENNIFER A. PUPLAVA COMPANY:900 MONROE AVENUE NW

ASSIGNMENT

ASSIGNMENT made effective this 22nd day of September, 2010, by SUREFL, LLC ("Assignor"), a Michigan limited liability company, and Abaco Partners, LLC ("Assignee"), a Michigan limited liability company.

RECITALS:

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(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, (v) 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.

): JENNIFER A. PUPLAVA COMPANY: 900 MONROE AVENUE NW

- (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;
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- (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.

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JENNIFER A. PUPLAVA COMPANY:900 MONROE AVENUE NW

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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 30th 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.

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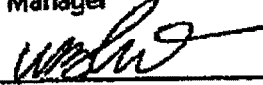
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Surefil, LLC

By: W B Hunt Corp.

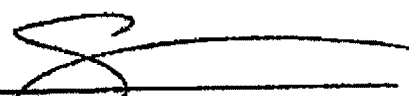
Its: Manager

By:  _____

William B. Hunt

Its: President

Abaco Partners, LLC

By:  _____

Thomas D. Seeber

Its: Manager

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Thomas D. Seeber
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LANDER	2232073

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REEL: 004460 FRAME: 0108

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: JENNIFER A. PUPLAVA COMPANY: 900 MONROE AVENUE NW

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

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