

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
Riddell & Associates, Inc.		12/31/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Clorox Healthcare Holdings, LLC
Street Address:	1221 Broadway Street
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1355134	BULLSEYE
Registration Number:	2715886	CITRASTAT
Registration Number:	2279921	CITRICIDE
Registration Number:	2309723	CITRIFOAM
Registration Number:	1987472	CITRIGUARD
Registration Number:	3233361	EZ-KILL
Registration Number:	3311307	GBG ALOEGEL
Registration Number:	2199226	HEALTHLINK
Registration Number:	2147398	KWIK SWAB
Registration Number:	2333627	TRANSPORTER
Registration Number:	3799037	MR. "G" THE TRANSIENT GERM
Registration Number:	2027380	HEALTH LINK
Registration Number:	1777125	BIOPUNCH
Registration Number:	1930217	ALOEGUARD

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CORRESPONDENCE DATA

Fax Number: (415)836-2501
Phone: 415.836.2557
Email: carolanne.bashir@dlapiper.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Heather A. Dunn
Address Line 1: 555 Mission Street, Suite 2400
Address Line 4: San Francisco, CALIFORNIA 94105-2933

ATTORNEY DOCKET NUMBER:	355668-53
NAME OF SUBMITTER:	Carol Anne Bashir
Signature:	/Carol Anne Bashir/
Date:	01/10/2012

Total Attachments: 4





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Trademark Assignment Agreement

This Trademark Assignment is made and entered into as of December 31, 2011 (this "Trademark Assignment"), by and between Riddell & Associates, Inc., a Florida corporation ("Assignor") and Clorox Healthcare Holdings, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is the owner of the entire right, title and interest in and to all of the trademarks and service marks in the United States set forth in the table below, together with the common law rights and goodwill associated therewith, and the registrations therefor.

Trademark	Status	Reg. No.	Reg. Date
BULLSEYE	Registered	1355134	August 20, 1985
CITRATAT	Registered	2715886	May 13, 2003
CITRICIDE	Registered	2279921	September 21, 1999
CITRIFOAM	Registered	2309723	January 18, 2000
CITRIGUARD	Registered	1987472	July 16, 1996
EZ-KILL	Registered	3233361	April 24, 2007
GBG ALOEGELL	Registered	3311307	October 16, 2007
 HealthLink	Registered	2199226	October 27, 1998
KWIK SWAB	Registered	2147398	March 31, 1998
TRANSPORTER	Registered	2333627	March 21, 2000
 MR. "G" THE TRANSIENT GERM	Registered	3799037	June 8, 2010
 HealthLink	Registered	2027380	December 31, 1996
BioPunch	Registered	1777125	June 15, 1993
PROSURE	Registered	2623161	September 24, 2002
AloeGuard 	Registered	1930217	October 24, 1995
JEMBEC	Expired registration	1083300	January 24, 1978
GBG FOAMING		n/a	n/a
AloeSoothe		n/a	n/a
Healthlink's Lotion Soap		n/a	n/a
ProSpore		n/a	n/a
ProSpore2		n/a	n/a
ProSpore Self-Contained, B.I.		n/a	n/a
ProTest		n/a	n/a
ProTest Self-Contained, B.I.		n/a	n/a
ProTest Steam		n/a	n/a

Trademark	Status	Reg. No.	Reg. Date
ProPack		n/a	n/a
TGS		n/a	n/a

B. Under the terms of that certain Asset Purchase Agreement dated as of December 7, 2011 by and between Assignor and Assignee, Assignor has agreed, among other things, to transfer ownership to Assignee the trademarks and service marks set forth in the table above, together with the common law rights and goodwill associated therewith and the registrations therefor.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire right, title and interest in and to the trademarks and service marks set forth in the table above, together with the common law rights and goodwill associated therewith and the registrations therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "Trademarks").

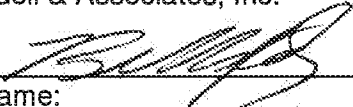
Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR
Riddell & Associates, Inc.

By: 
Name: _____
Title: *President*

ASSIGNEE
Clorox Healthcare Holdings, LLC

By: _____
Name: _____
Title: _____

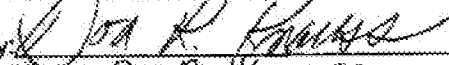
[Signature Page – Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR
Riddell & Associates, Inc.

By: _____
Name:
Title:

ASSIGNEE
Clorox Healthcare Holdings, LLC

By: 
Name: Dan R. Krauss
Title: Chairman/CEO

[Signature Page - Trademark Assignment Agreement]

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