

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	The Armor All/STP Products Company		11/03/2010
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Clorox 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:	3554160	OXI MAGIC
CORRESPONDENCE DATA			
Fax Number:	(510)271-1652		
Email:	trademarks@clorox.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Adam C. Brink		
Address Line 1:	1221 Broadway		
Address Line 4:	Oakland, CALIFORNIA 94612		
ATTORNEY DOCKET NUMBER:	TM/CLX		
NAME OF SUBMITTER:	Adam C. Brink		
Signature:	/adam c. brink/		
Date:	01/24/2012		
Total Attachments: 3 source=TM Assignment Agreement-executed 11.3.10#page1.tif source=TM Assignment Agreement-executed 11.3.10#page2.tif source=TM Assignment Agreement-executed 11.3.10#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of November 3rd (the "Effective Date") by and between The Armor All/STP Products Company ("Assignor"), a Delaware corporation with its principal place of business at 1221 Broadway, Oakland, California 94612, and The Clorox 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 trademarks and pending applications listed on Exhibit A and to the goodwill and reputation of the business connected with and symbolized by those registered and pending trademarks;

WHEREAS, Assignor wishes to assign all right, title and interest in and to such registered trademark and pending applications 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 transfers, conveys and assigns to Assignee all right, title and interest in and to the registered trademarks and pending applications listed on Exhibit A, together with (a) all renewals and extensions thereof, (b) all common law rights in such registered trademarks and pending applications (c) all goodwill associated therewith, and (d) and 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 trademarks and pending applications; 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, maintain, defend and enforce Assignee's rights in the registered trademarks and pending applications 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 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. 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, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR

By: [Signature]

Name: FRANK A. TATASLO

Title: CHAIRMAN OF THE BOARD

ASSIGNEE

By: [Signature]

Name: MARIA A. L. T.

Title: VICE PRESIDENT - GENERAL SECRETARY

Exhibit A
Trademark Registrations and Pending Applications

Country	Trademark	Registration Number	Registration Date	Status
United States of America	OXI MAGIC	3554160	30-Dec-08	Registered
Canada	OXI MAGIC	760616	02-Mar-10	Registered