

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
Combe Incorporated		12/17/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Blistex Inc.		
Street Address:	1800 Swift Drive		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1149920	ODOR-EATERS	
CORRESPONDENCE DATA			
Fax Number:	(312)427-6663		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-427-1300		
Email:	CHIUSTM@LADAS.NET		
Correspondent Name:	Burton S. Ehrlich		
Address Line 1:	224 S. Michigan Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
ATTORNEY DOCKET NUMBER:	4T11638276		
NAME OF SUBMITTER:	Burton S. Ehrlich		
Signature:	/bsehrlich/		

Date:

03/29/2012

Total Attachments: 6

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SHORT FORM TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of December 17, 2010 (the "Effective Date"), is made by and between Combe Incorporated, a Delaware corporation (the "Company"), with an office at 1101 Westchester Avenue White Plains, New York, NY 10604-3597 (the "Company" or the "Assignor"), and Blistex Inc., an Illinois Corporation, with an office at 1800 Swift Drive, Oak Brook, Illinois 60523 ("Buyer").

WHEREAS, Assignor is the owner of the United States trademark registrations and applications identified on Schedule A, (collectively, the "Trademarks");

WHEREAS, the Company and Combe International Ltd., a Delaware corporation wholly owned by the Company ("Combe International"), and Buyer have entered into that certain Intellectual Property Assignment and License Agreement, dated as of December 17, 2010 (the "IP Agreement"), pursuant to which the Company and Combe International assigned certain intellectual property, including the Trademarks, to Buyer;

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the IP Agreement 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 confirms the assignment to Buyer all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith.

2. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the United States Patent and Trademark Office. The assignment granted pursuant to the IP Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Assignment and the terms of the IP Agreement, the terms of the IP Agreement shall control.

3. Cooperation. The parties shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof.

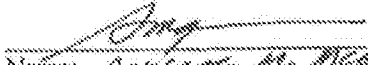
4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; next page is signature page]

IN WITNESS WHEREOF, Assignor and Buyer each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

COMBE INCORPORATED

By


Name: DOUGLAS M. MCKERATH
Title: PRESIDENT & CEO

BLISTEX INC.

By

Name:
Title:

IN WITNESS WHEREOF, Assignor and Buyer each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

COMBE INCORPORATED

By _____
Name:
Title:

BLISTEX INC.

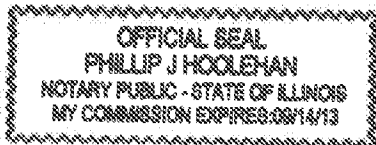
By David Clark
Name: DAVID E. ARCH
Title: CHAIRMAN

STATE OF ILLINOIS)
) ss.:
COUNTY OF DEPAGE)

On this 17 day of DECEMBER, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared DAVID ASH, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Blistex Inc., an Illinois corporation, as the MANAGER of such CORPORATION and acknowledged to me that the execution and delivery of said instrument was duly authorized by said CORPORATION.



Notary Public

(Affix Seal Below)



STATE OF New York)
) ss.:
COUNTY OF Westchester)

On this 17th day of December, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared Douglas M. McGrain personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Combe Incorporated, a Delaware corporation, as the President of such corporation and acknowledged to me that the execution and delivery of said instrument was duly authorized by said corporation.



Notary Public

(Affix Seal Below)

LELA J. YOUBIA
Notary Public, State of New York
No. 01706007092
Qualified in Westchester County
Commission Expires May 26, 2014

Schedule A

Trademark Registrations

Mark	Registration Number
CUSHIONS WITHOUT CROWDING	2,077,657
ODOR-EATERS	1,036,051
ODOR-EATERS	1,587,346
ODOR-EATERS	1,749,207
ODOR-EATERS	2,553,056
ODOR-EATERS	2,669,406
ODOR-EATERS	2,978,063
ODOR-EATERS	2,995,462
ODOR-EATERS	3,106,982
ODOR-EATERS & Swirl Design	2,978,066
ODOR-EATERS & Swirl Design	3,015,829
ODOR-EATERS & Swirl Design	3,106,983
ODOR-EATERS PLUS	3,047,631
ODOR-EATERS & Swirl Design	2,825,787
ODOR-EATERS	1,149,920

Trademark Applications

Mark	Serial Number
None	None