

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Spotless U.S. Acquisitions LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 09/30/2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Sun Products Corporation

Street Address: 60 Danbury Road

City: Wilton

State: CT

Country: USA Zip: 06897

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

77/057350

B. Trademark Registration No.(s)

3722763

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ALL SECRET GARDEN 2X ULTRA & Design

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lauren Mandell, Esq.

Internal Address: _____

Street Address: The Sun Products Corporation
60 Danbury Road

City: Wilton

State: CT Zip: 06897

Phone Number: 203.665.7343

Docket Number: _____

Email Address: trademarks@sunproductscorp.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

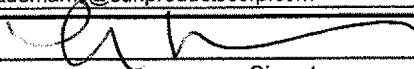
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

6/6/12

Date

Lauren Mandell, Senior Counsel, Intellectual Property

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 372276

AGREEMENT OF MERGER

This AGREEMENT OF MERGER (this "Agreement"), dated as of September 30, 2009, is entered into by and between The Sun Products Corporation, a Delaware corporation ("Parent"), and Spotless U.S. Acquisitions LLC, a Delaware limited liability company ("Subsidiary").

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of Delaware of which 100% of its issued and outstanding shares of capital stock are held by Spotless Acquisition Corp., a Delaware corporation;

WHEREAS, Subsidiary is a limited liability company duly organized and existing under the laws of the State of Delaware of which 100% of its limited liability company interests are held by Parent; and

WHEREAS, the Board of Directors of Parent has deemed it advisable and in the best interests of Parent and its sole stockholder, the sole stockholder of Parent has deemed it advisable and in its and Parent's best interests, and the sole member of Subsidiary has deemed it advisable and in its and Subsidiary's best interests, that Subsidiary merge with and into Parent (the "Merger") pursuant to the provisions of Section 264 of the General Corporation Law of the State of Delaware (the "DGCL") and Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "Act"), as applicable, and each of Parent, the sole stockholder of Parent and the sole member of Subsidiary have approved the Merger upon the terms and subject to the conditions set forth herein in accordance with the applicable provisions of the laws of the State of Delaware.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the parties hereby agree as follows:

1. The Merger. Upon the terms and subject to the conditions set forth herein, and in accordance with the DGCL and the Act, at the Effective Time (as defined below), Subsidiary shall be merged with and into Parent, and thereupon the identity and separate existence of Subsidiary shall cease and Parent shall be the surviving corporation and shall continue to exist under the name "The Sun Products Corporation" (the "Surviving Corporation") and be governed by the DGCL.
2. Filing. The Surviving Corporation shall cause, in compliance with the provisions of the DGCL, a Certificate of Merger to be executed by the Surviving Corporation and filed with the Secretary of State of the State of Delaware (the "Certificate of Merger").
3. Effective Time of Merger. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Time").
4. Governing Documents. At the Effective Time, (i) the Certificate of Formation, Amended and Restated Limited Liability Company Agreement and Bylaws of Subsidiary shall

cease to exist and (ii) the Certificate of Incorporation and Bylaws of Parent, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation and shall continue in full force and effect until amended and changed as therein provided or in the manner prescribed by the provisions of the DGCL.

5. Directors and Officers. The members of the Board of Directors and the officers of Parent in office immediately prior to the Effective Time shall serve as the members of the Board of Directors and officers, respectively, of the Surviving Corporation immediately after the Effective Time, all of whom shall serve in such capacity in accordance with the Certificate of Incorporation and Bylaws, as applicable, of the Surviving Corporation until their respective successors are duly elected and qualified or until their earlier removal, resignation or death.

5. Cancellation of Subsidiary LLC Interests. At the Effective Time, each limited liability company interest of Subsidiary outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any further action on the part of Parent, Subsidiary or the Surviving Corporation, be canceled and extinguished without any consideration therefor, and all of the capital stock of Parent issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding in the Surviving Corporation immediately after the Effective Time and be unaffected by the Merger.

6. Effect of Merger. At and after the Effective Time, the Surviving Corporation shall possess all of the assets of every kind and description, and every interest in the assets, wherever located, and all of the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of each of Parent and Subsidiary and all obligations belonging to or due to each of Parent and Subsidiary, all of which shall vest in the Surviving Corporation at the Effective Time without further act or deed. The Surviving Corporation shall be liable for all the obligations of Parent and Subsidiary, any claim existing, or action or proceeding pending, by or against Parent or Subsidiary may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and all the rights of creditors of each of Parent and Subsidiary shall be preserved unimpaired.

8. Execution, Filing and Recordation. Parent and Subsidiary agree that they will cause to be executed and filed and recorded any document, agreement or instrument prescribed by the laws of the State of Delaware, and that they will cause to be performed all necessary acts, within the State of Delaware and elsewhere, to effectuate the Merger herein provided for.

9. Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be amended or terminated and abandoned at any time prior to the Effective Time, whether before or after adoption and approval of this Agreement, by the vote of either the Board of Directors of Parent or the sole member of Subsidiary. In the event of such termination and abandonment, this Agreement shall forthwith become null and void and neither party nor its respective officers, directors, managers, members or stockholders shall have any liability hereunder.


10. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

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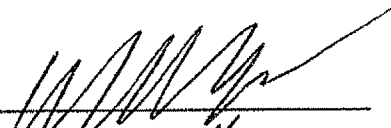
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

THE SUN PRODUCTS CORPORATION,
a Delaware corporation

By: 
Name: BETH HECHT
Title: SVP + GENERAL COUNSEL

SPOTLESS U.S. ACQUISITIONS LLC,
a Delaware limited liability company

By: 
Name: Vicki Kelley
Title: EVP & CFO

CERTIFICATE OF MERGER

The Sun Products Corporation, a Delaware corporation ("Sun Products"), desiring to merge Spotless U.S. Acquisitions LLC, a Delaware limited liability company ("Spotless"), with and into itself pursuant to Section 264 of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

FIRST: The name and state of formation of each constituent business entity to this merger (the "Merger") are as follows: The Sun Products Corporation, a Delaware corporation, and Spotless U.S. Acquisitions LLC, a Delaware limited liability company.

SECOND: An Agreement of Merger, dated September 30, 2009, by and between Sun Products and Spotless (the "Agreement of Merger") has been approved, adopted, certified, executed and acknowledged by each constituent business entity pursuant to Section 264 of the DGCL and Section 18-209 of the Limited Liability Company Act of the State of Delaware.

THIRD: Sun Products will continue as the surviving entity (the "Surviving Corporation"), and following the effectiveness of the Merger the name of the Surviving Corporation shall continue to be "The Sun Products Corporation." The Certificate of Incorporation of Sun Products as currently in effect shall continue to be the Certificate of Incorporation of the Surviving Corporation until amended and changed pursuant to the DGCL.

FOURTH: Notwithstanding anything herein or elsewhere to the contrary, the Agreement of Merger may be amended or terminated and abandoned by either party at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the Agreement of Merger.

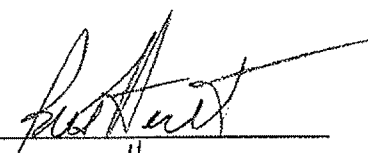
FIFTH: An executed copy of the Agreement of Merger is on file at the principal place of business of the Surviving Corporation located at 60 Danbury Road, Wilton, CT 06897, and a copy of the Agreement of Merger shall be furnished by the Surviving Corporation upon request, and without cost, to any member or stockholder of any constituent business entity.

SIXTH: The Merger shall be effective immediately upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, for the purpose of effectuating the Merger of the constituent business entities pursuant to the DGCL, under penalty of perjury, does hereby declare and certify that this is the act and deed of Sun Products and the facts stated herein are true, and accordingly has hereunto executed this Certificate of Merger this 30th day of September 2009.

THE SUN PRODUCTS CORPORATION,
a Delaware corporation

By: 
Name: BEN HECHT
Title: SVP + GENERAL COUNSEL