

## 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
A. Eickert Co., Inc.		04/11/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Sunbeam Products, Inc.		
Street Address:	2381 Executive Center Drive		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3191014	ARIUSEICKERT	
CORRESPONDENCE DATA			
Fax Number:	5619124182		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	561-912-4395		
Email:	fehrhardt@jarden.com		
Correspondent Name:	Sunbeam Products, Inc.		
Address Line 1:	2381 Executive Center Drive		
Address Line 4:	Boca Raton, FLORIDA 33431		
ATTORNEY DOCKET NUMBER:	SUNHRET-4-8875		
NAME OF SUBMITTER:	Seth M. Blum		
Signature:	/Seth M. Blum/		
Date:	11/27/2012		

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Total Attachments: 7

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of, April 11, 2006, by and among Sunbeam Products, Inc. d/b/a Jarden Consumer Solutions, a Delaware corporation ("Buyer"), and A. Eickert Co., Inc., an Ohio corporation ("A. Eickert Co."), Arius, Corp., an Ohio corporation ("Arius Corp."), and Horizon Manufacturing, Inc. d/b/a Eclipse International, an Indiana corporation ("Horizon Manufacturing") (collectively, "Sellers"). Buyer and Sellers shall each be referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in Article VI hereof.

WHEREAS, subject to the terms and conditions set forth in this Agreement, Sellers desire to sell to Buyer, and Buyer desires to acquire from Sellers, substantially all of the assets of or relating to the Business, and Buyer desires to assume certain liabilities of or relating to the Business, as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, agreements and conditions herein contained, the Parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE OF PURCHASED ASSETS

#### 1.1 Basic Transaction.

(a) Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, Buyer hereby purchases from Sellers, and Sellers hereby sell, convey, assign, transfer and deliver to Buyer, free and clear of all Liens other than Permitted Liens, all right, title and interest in and to all of the assets of or relating to the Business owned by each Seller as of the Closing, other than the Excluded Assets, including the following assets that are not Excluded Assets (collectively, the "Purchased Assets"):

(i) all accounts receivable arising from sales or services rendered in connection with the Business (collectively, the "Accounts Receivable");

(ii) all prepaid expenses or other prepayments made in connection with the Business;

(iii) all inventory (including all raw materials and supplies, manufactured and purchased parts, packaging materials, work in process, finished goods, goods in transit and returned goods) used or held for use in connection with the Business (collectively, the "Inventory");

(iv) all office supplies, production supplies, spare parts, other miscellaneous supplies and other tangible personal property used in connection with the Business;

(v) all machinery, equipment (including office equipment), trucks, tractors, trailers, fixtures, trade fixtures, desktop and mainframe computers (and related software), tooling, dyes and furniture used in connection with the Business;

(vi) all leases or subleases of personal property, contracts, licenses, supply and distribution arrangements, sales and purchase agreements and orders, confidentiality agreements and other agreements (including dealership, service, maintenance, vendor, customer

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and service agreements) and business arrangements related to the Business, each of which is listed on the attached Contracts Schedule (collectively, the "Contracts");

(vii) (A) all of the following intellectual property (together with all goodwill associated therewith, represented thereby or pertaining thereto) owned by, issued to or licensed to Sellers that is used in the operation of the Business and set forth on the attached Intellectual Property Schedule: patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice); trademarks, service marks, logos and trade names; domain names; copyrights and copyrighted works; mask works; and all registrations and referral source lists; (B) any reissue, continuation, continuation-in-part, revision, extension, reexamination, trade dress, translations, adaptations, derivations, combinations, applications and renewals of or for any of the foregoing; and (C) all trade secrets, confidential and proprietary information (including ideas, inventions, formulae, recipes, compositions, know-how, related processes and techniques, research and development information, drawings, specifications, designs, plans, proposals and technical data and manuals) used in connection with the Business (all of the items referred to in clauses (A) through (C) foregoing, referred to herein collectively as the "Intellectual Property");

(viii) all claims (including all rights, claims and interests of Buyer of every nature and description under its insurance policies to the extent such claims arise on or after the Closing Date and relate to a Purchased Asset or an Assumed Liability), deposits, prepayments, credits, causes of action, choses in action, rights of recovery, rights of recoupment and rights of set-off of any kind relating to the Business (other than those that are Excluded Assets or Excluded Liabilities);

(ix) all rights to receive and retain mail and other communications related to the Business or the Purchased Assets (other than those related to Excluded Assets or Excluded Liabilities);

(x) all lists, records and other information relating to accounts and referral sources, all lists, records and other information pertaining to suppliers and customers of the Business (including customer lists, customer mailing lists and customer sales files), and all drawings, plats, specifications, reports, studies, plans, books, ledgers, files, documents, correspondence and business and accounting records of every kind held or used for the Business (including all financial, business and marketing plans), in each case whether evidenced in writing, electronic data or otherwise (collectively, the "Business Records");

(xi) all advertising, marketing and promotional materials and all other printed or written materials related to the Business, provided that such materials do not include usage of any trademarks or service marks of Sellers or their Affiliates which are not being transferred or licensed to Buyer pursuant to this Agreement or the Other Documents;

(xii) all permits, licenses, franchises, certifications, privileges, immunities, orders, registrations, easements, authorizations, approvals and other similar rights from Governmental Authorities relating to the operation of the Business, to the extent legally transferable, that are set forth on the attached Permits Schedule and the attached Environmental and Safety Permit Schedule (collectively, the "Permits");

(xiii) all Taxes or other fees or charges withheld or collected in connection with the Business but not yet paid to the appropriate Governmental Authority;

## INTELLECTUAL PROPERTY SCHEDULE

1. Trademarks and trademark applications:

Trademark	U.S. Application Number	U.S. Registration Number	Foreign Filing Per Madrid Protocol
ARIUS	73/502,828	1,336,331	—
ARIUSEICKERT	78/493,452	—	Filed 03/29/2005*
ARIUSEICKERT (logo)	78/493,456	—	—
CUTRITE	74/474,954	1,942,037	—
DRAGON SCALE	78/744,985	—	—
ARIUS-EICKERT & E Design	74/534,791	1,911,132	—
ECLIPSE	75/330,429	2,520,430	—
E-MOTION	76/418,157	2,776,689	—
GEISHA	73/534,007	1,430,881	—
HEDAR	73/478,344	1,331,739	—
PRO-LINE	73/600,792	1,423,642	—

\* Filings made in all 25 countries of the European Union, Switzerland, and China.

Sellers may not own or have the valid right to use or enforce rights under all Intellectual Property necessary for the operation of the Business in foreign countries consistent with past practice.

2. Consent Agreement by and between Wahl Clipper Corporation and A. Eickert Co., dated December 22, 1999, for the trademark ECLIPSE.

3. FACSys Fax Messaging Gateway v4.x Limited License Agreement by and between emFAST, Inc. and Arius-Eickert Co., dated November 12, 2004.

4. Infor Software Product End User License Agreement by and between Infor Global Solutions (Colorado), Inc. and Arius-Eickert Co., dated November 16, 2004.

5. Software licenses by and between a Seller and the relevant third party who owns the following software:

Name	Version	Key Code
Adobe InDesign	1.0	IPW100R7102177-530
Adobe InDesign Upgrade	1.5	
Adobe InDesign	2.0	1037-1233-3158-2716-3825-2498

Each disclosure on this disclosure schedule qualifies the corresponding representation and warranty or covenant and all other representations and warranties and covenants set forth in this Agreement to which such disclosure might clearly apply.

Adobe Photoshop	5.0	PWW401R7110831-696
Adobe Photoshop Upgrade	6.0	
Adobe Photoshop	7.0	1045-1209-6738-4668-7696-2783
Adobe Photoshop Album	2.0	1078-1209-2266-7496-8986-0512
Adobe Type On Call	4.2	9498-4526-3443-3721-7666-869
Broadfax Server & Clients	8	hardware key
CORrelation	5.2	
CORupdate	1.13	
Designer Clip Art 5000,000		
FacSys Server & clients	4.8	
Fulfill Analytics	1.0.003	
Goldmine	4.0	
Goldmine	5.0	
HR Symphony Suite/Metronome	2.5	TYT-R8R
Hyperion Intelligence Client (Brio)	8.2.1.45	
Infor SX.enterprise	4.0.072	
MacAfee Viruscan		
Macola eSynergy (Exact)		Tied to Progression license file
Macola Progression (Exact)	7.6.300	20 user license files
McAfee SpamKiller		
Microsoft Action Pack Subscription		Includes Server OS and XP Professional, multiple client

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		licenses, Office XP, etc.
Microsoft Office 2000 Premium	SR1	TM7G3-GY8GM-6JWM9-YRCV4-WXK7B
Microsoft Office Professional	97	8068-6300552
Microsoft Office Professional	97	8112-2331804
Microsoft Office Proofing Tools	2002	RWR8D-4M882-MCK9T-7MMQK-4XVQQ
Microsoft Works	4.5	
NeT SatisFAXtion		6 ports
Norton Systemworks	2003	
Norton Systemworks	2003	
Norton Systemworks	2004	
pcAnywhere 9.0		
Progress Database	9.1D	Used by SX.enterprise
Qqest Timeforce	2.4.15	
Quickbooks Pro 5 user	2005	4517-2711-5701-579 Product 830-379
Quickbooks Pro 5 user	6.0	0135-033-059-5146 reg#4191-0550-3057
RxLaser RxSERVER	6.0	
Selectime 2000		
SX.api	4.1.001	
Symantec Act!	4.0	
UPS Worldship	7.0	
Veritas Backup Exec	8.6	03-7357-9990-001462

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Veritas Backup Exec	9	00-7498-8804-001039
Veritas Backup Exec Open File Option	8.6	06-7253-9989-008880
Veritas Backup Exec Open File Option	9	07-7581-8809-000378

6. Contents relating to the following domain names owned by a Seller:

- A. allbeautymall.com
- B. ariuseickert.com
- C. arius-eickert.com
- D. arius-eickert.de
- E. barbershears.com
- F. beautybuyer.com
- G. brushguys.com
- H. capeguys.com
- I. clipperguys.com
- J. combguys.com
- K. cutmart.com
- L. cutritecorp.com
- M. dryerguys.com
- N. eclipse-corp.com
- O. emanicure.com
- P. embroideryguys.com
- Q. escissor.com

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R.   escissors.com  
S.   footguys.com  
T.   gamerguys.com  
U.   groomerguys.com  
V.   haircutting-scissors.com  
W.   knifeguys.com  
X.   manicure-pedicure.com  
Y.   nailguys.com  
Z.   nipperguys.com  
AA.  pet-buyer.com  
BB.  petgrooming-shears.com  
CC.  pettools.com  
DD.  probeautytools.com  
EE.  scissorguys.com  
FF.  scissors-shears.com  
GG.  sewingguys.com  
HH.  tweezerguys.com

7.   Sellers received a letter from Dean Wada of Jatai International, dated September 30, 2005, regarding alleged infringement of patent numbers 5,220,728, 5,348,152, and D353,685 by the Piranha Razor Cartridge system and razor handle. This matter was resolved through a Letter Agreement with Jatai International, dated January 11, 2006.

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