

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
Evenflo Company, Inc.		12/04/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Platinum Products Holding, Inc.
Street Address:	475 Half Day Road
Internal Address:	Suite 200
City:	Lincolnshire
State/Country:	ILLINOIS
Postal Code:	60069
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1402033	AMEDA
Registration Number:	3826538	AMEDA PLATINUM
Registration Number:	2841802	COMFORTGEL
Registration Number:	2932462	HYGIENIKIT
Registration Number:	2364235	PURELY YOURS

CORRESPONDENCE DATA

Fax Number: 3176322962  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Email: bvoight@beneschlaw.com  
 Correspondent Name: Brandt R. Voight  
 Address Line 1: One American Square  
 Address Line 2: Suite 2300  
 Address Line 4: Indianapolis, INDIANA 46282

OP \$140.00 1402033

ATTORNEY DOCKET NUMBER:	29349-16
NAME OF SUBMITTER:	Brandt R. Voight
Signature:	/Brandt R. Voight/
Date:	01/04/2013
Total Attachments: 5 source=Assignment of Trademark (General).PDF#page1.tif source=Assignment of Trademark (General).PDF#page2.tif source=Assignment of Trademark (General).PDF#page3.tif source=Assignment of Trademark (General).PDF#page4.tif source=Assignment of Trademark (General).PDF#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, effective as of November 21, 2012 (this "Assignment of Trademarks"), is entered into by and between Evenflo Company, Inc., a Delaware corporation (the "Assignor"), and Platinum Products Holding, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the owner of those certain trademarks set forth in the attached Schedule A (the "Purchased Marks");

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of November 21, 2012 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's right, title and interest in and to the Purchased Marks;

NOW THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor and the Assignee hereby agree as follows:

(i) Conveyance and Acceptance. The Assignor hereby assigns, transfers and conveys to Assignee all entire and undivided right, title and interest in and to the Purchased Marks worldwide, the goodwill of the business symbolized by the Purchased Marks, all registrations and applications for registration thereof, the right to sue, either at law or in equity, and the right to recover for any past, present or future infringements thereof and the right to initiate other proceedings before all government and administrative bodies with respect to the Purchased Marks.

(ii) Further Action. The Assignor agrees, at the Assignee's expense, to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Assignment of Trademarks.

(iii) Miscellaneous.

(a) This Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

(b) This Assignment of Trademarks will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

(c) This Assignment of Trademarks may be amended or modified only by a written instrument executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Trademarks as of the date first set forth above.

ASSIGNOR

EVENFLO COMPANY, INC.

By: Bill Gross

Name: Bill Gross

Title: Secretary

THE STATE OF OHIO

County of Montgomery

This instrument was executed before me on this 4 day of December 2012, by Bill Gross, the Secretary of Evenflo Company, Inc., a Delaware corporation.

WITNESS my hand and official seal.

Anthony E Bruzese  
Notary Public in and for  
The State of Ohio

Anthony E Bruzese  
Printed or Typed Name of Notary

My Commission Expires \_\_\_\_\_

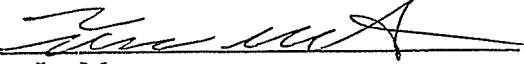


ANTHONY E. BRUZESE, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.

[Signature Page to Assignment of Trademarks]

ASSIGNEE

PLATINUM PRODUCTS HOLDING, INC.

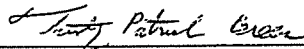
By:   
Name: Ian Morton  
Title: President and Treasurer

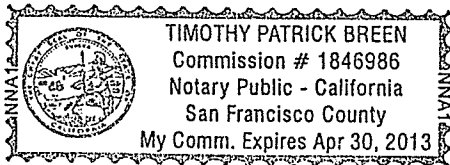
State of California

County of San Mateo

This instrument was executed before me on this 3 day of December 2012, by Ian Morton, the President and Treasurer of Platinum Products Holding, Inc., a Delaware corporation.

WITNESS my hand and official seal.

  
Notary Public in and for  
The State of California



Timothy Patrick Breen  
Printed or Typed Name of Notary

My Commission Expires April 30, 2013

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Class(es)</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
AMEDA	Australia	Registered 05 Int., 10 Int., 18 Int.	1163022 22-Feb-2007	1163022 25-Mar-2009
AMEDA	Canada	Registered	0514833 06-Jan-1984	TMA305165 26-Jul-1985
AMEDA	China (People's Republic)	Registered 10 Int.	8101722 08-Mar-2010	8101722 14-Mar-2011
AMEDA	European Community	Registered 05 Int., 10 Int., 18 Int.	5712211 23-Feb-2007	5712211 11-Jan-2008
AMEDA	Mexico	Registered 10 Int.	965470 03-Oct-2008	1123210 29-Sep-2009
AMEDA	Mexico	Pending 05 Int.	965469 03-Oct-2008	---
AMEDA	New Zealand	Registered 05 Int., 10 Int., 18 Int.	764065 26-Feb-2007	764065 13-Sep-2007
AMEDA	Norway	Registered 10 Int.	19833720 15-Nov-1983	122841 31-Oct-1985
AMEDA	Switzerland	Registered 10 Int.	74151992 15-Oct-1992	401360 30-Apr-1993
AMEDA	Taiwan	Registered 10 Int.	094056198 21-Nov-2005	1274602 16-Aug-2007
AMEDA	United States	Registered 10 Int.	73460424 11-Jan-1984	1402033 22-Jul-1986
AMEDA (& Design)	European Community	Registered 05 Int., 10 Int., 18 Int.	5712237 23-Feb-2007	5712237 18-Jan-2008
AMEDA (& Design)	New Zealand	Registered 05 Int., 10 Int., 18 Int.	764066 26-Feb-2007	764066 13-Sep-2007
AMEDA (& Logo)	Australia	Registered 05 Int., 10 Int., 18 Int.	1163023 22-Feb-2007	1163023 25-Mar-2009

<u>Trademark</u>	<u>Country</u>	<u>Class(es)</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
AMEDA (in Chinese characters)	Taiwan	Registered 10 Int.	094057588 28-Nov-2005	1230658 01-Oct-2006
AMEDA PLATINUM	United States	Registered 10 Int.	78941007 31-Jul-2006	3826538 27-Jul-2010
COMFORTGEL	United States	Registered 10 Int.	78200616 7-Jan-2003	2841802 11-May-2004
HYGIENIKIT	Australia	Registered 10 Int.	1032550 01-Dec-2004	1032550 18-Jul-2005
HYGIENIKIT	United States	Registered 10 Int.	76550252 09-Oct-2003	2932462 15-Mar-2005
LACTALINE	Switzerland	Registered 05 Int., 10 Int.	88591997 06-Nov-1997	P450418 31-Mar-1998
PLATINUM	Australia	Registered 10 Int.	1065707 20-Jul-2005	1065707 27-Feb-2006
PLATINUM	European Community	Registered 10 Int.	4579868 05-Aug-2005	4579868 25-Apr-2007
PURELY YOURS	Australia	Registered 10 Int.	1032549 01-Dec-2004	1032549 18-Jul-2005
PURELY YOURS	United States	Registered 10 Int.	75675747 05-Apr-1999	2364235 04-Jul-2000