

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vi-Jon, Inc.		01/28/2013	CORPORATION: TENNESSEE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	135 S. LaSalle Street
<b>Internal Address:</b>	Suite 927
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	national association: UNITED STATES

**PROPERTY NUMBERS Total: 54**

Property Type	Number	Word Mark
Registration Number:	3877245	AGELESS REFLECTION
Registration Number:	3636399	BBP
Registration Number:	3360156	BEAT THE BUG
Registration Number:	1858103	BIG KIDS
Registration Number:	3636396	BYE-BYE POLISH
Registration Number:	1704520	CITROMA
Registration Number:	1295460	COUNTRY STORE
Registration Number:	3687023	DERMACURE
Registration Number:	3516822	DERMAHEALTH
Registration Number:	4142435	DIP-IT
Registration Number:	3757865	ESSENTIAL GROOMING GEAR
Registration Number:	3211725	FIGHT GERMS WITH YOUR BARE HANDS
Registration Number:	3546716	FLAG & SAIL

OP \$1365.00 3877245

Registration Number:	2139736	GERM-X
Registration Number:	3544507	HANDI-PEN
Registration Number:	1730572	HOLIDAY HEARTH
Registration Number:	2401345	ICEBERG BLUE
Registration Number:	3488478	INSPECTOR HECTOR
Registration Number:	3496762	INSPECTOR HECTOR
Registration Number:	3484276	IVY CLUB
Registration Number:	3330011	KEEP THIS ON HAND
Registration Number:	1857428	KIDZ
Registration Number:	1321715	L'I'L BEAR
Registration Number:	2045303	MEDICAL CENTER
Registration Number:	1997803	
Registration Number:	3143975	
Registration Number:	3147230	
Registration Number:	3412525	
Registration Number:	3495426	
Registration Number:	1790053	
Registration Number:	1320284	
Registration Number:	1291689	NATURES CREATION
Registration Number:	2410777	OIL OF BEAUTY
Registration Number:	3839266	PAR
Registration Number:	1809863	ROYAL BOUQUET
Registration Number:	3627755	SALON EFFECTS
Registration Number:	3121239	SATIN WASH
Registration Number:	896120	SCRUBBLES
Registration Number:	3699748	SCRUBBLES
Registration Number:	1061508	SIERRA
Registration Number:	4042095	SIMPLY U
Registration Number:	4059490	SIMPLY U
Registration Number:	3601916	SOFT 'N LOVELY
Registration Number:	2006918	SPRING MINT
Registration Number:	2355539	SWAN
Registration Number:	2417799	SWAN
Registration Number:	2299149	SWAN
Registration Number:	1522360	SWAN

	2140304	SWAN
Registration Number:	1316448	TUBZA BUBBLES
Registration Number:	3511358	V
Serial Number:	85310642	GERM-X
Serial Number:	85762559	STRUT
Serial Number:	85281655	THERAPOLOGY

**CORRESPONDENCE DATA**

Fax Number: 8602402513  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 860.240.2935  
Email: michelle.fournier@bingham.com  
Correspondent Name: Bingham McCutchen LLP  
Address Line 1: One State Street  
Address Line 2: Michelle Walters Fournier, RP  
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Michelle Walters Fournier
Signature:	/Michelle Walters Fournier/
Date:	02/07/2013

**Total Attachments: 9**  
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of January 28, 2013, by VI-JON, INC. (the “Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

### W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of January 28, 2013 (as amended, restated or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

VI-JON, INC., as Pledgor

By: 

Name: Louis N. Laderman

Title: Senior Vice President and Secretary

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004957 FRAME: 0758**

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: *Daniel K. Clancy*  
Name: Daniel K. Clancy  
Title: Senior Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

The following trademarks are currently owned by Vi-Jon, Inc.

Trademark Registrations and Trademark Applications (U.S.):

<u>Mark</u>	<u>Reg. #</u>	<u>Registered</u>	<u>Serial #</u>	<u>Filed</u>	<u>Country</u>
AGELESS REFLECTION	3,877,245	11/16/10	77/252,782	8/10/07	US
BBP & Design	3,636,399	6/9/09	77/423,807	3/17/08	US
BEAT THE BUG (003, 005)	3,360,156	12/25/07	76/624,029	12/13/04	US
BIG KIDS	1,858,103	10/11/94	74/405,941	6/23/93	US
BYE-BYE POLISH	3,636,396	6/9/09	77/423,544	3/17/08	US
CITROMA	1,704,520	8/4/92	74/202,768	9/12/91	US
COUNTRY STORE	1,295,460	9/18/84	73/440,979	8/25/83	US
DERMACURE	3,687,023	9/22/09	77/477,654	5/19/08	US
DERMAHEALTH	3,516,822	10/14/08	76/590,039	4/30/04	US
DIP-IT	4,142,435	5/15/12	85428063	9/21/11	US
ESSENTIAL GROOMING GEAR	3,757,865	3/9/10	76/677,264	5/22/07	US
FIGHT GERMS WITH YOUR BARE HANDS (003, 005)	3,211,725	2/20/07	76/629,094	1/24/05	US
FLAG & SAIL	3,546,716	12/16/08	77/464,217	5/2/08	US
GERM-X (005)	2,139,736	2/24/98	75/156,495	8/26/96	US
GERM-X (STANDARD CHARACTER MARK)			85/310,642	5/3/11	US
HANDI-PEN (003, 005)	3,544,507	12/9/08	77/246,492	8/3/07	US
HOLIDAY HEARTH (003)*	1,730,572	11/10/92	74/256,624	3/18/92	US
ICEBERG BLUE	2,401,345	11/7/00	75/590,098	11/17/98	US
INSPECTOR HECTOR & Design (with color claim) (003, 005)	3,488,478	8/19/08	77/379,549	1/24/08	US
INSPECTOR HECTOR (003, 005)	3,496,762	9/2/08	77/221,732	7/3/07	US
IVY CLUB	3,484,276	8/12/08	77/366,379	1/8/08	US
KEEP THIS ON HAND (003, 005)	3,330,011	11/6/07	76/629,095	1/24/05	US
KIDZ	1,857,428	10/11/94	74/036,361	3/9/90	US



LIL BEAR (Stylized)	1,321,715	2/26/85	73/481,122	5/21/84	US
MEDICAL CENTER + & Design	2,045,303	3/18/97	74/583,888	10/11/94	US
MISCELLANEOUS DESIGN (Bottle & Cap)	1,997,803	9/3/96	74/470,183	12/14/93	US
MISCELLANEOUS BOTTLE DESIGN (003, 005)*	3,143,975	9/19/06	76/629,092	1/24/05	US
MISCELLANEOUS BOTTLE DESIGN (003, 005)*	3,147,230	9/26/06	76/629,093	1/24/05	US
MISCELLANEOUS DESIGN (Hand logo) (003, 005)	3,412,525	4/15/08	77/194,582	5/31/07	US
MISCELLANEOUS DESIGN (Inspector Hector Character) (003, 005)	3,495,426	9/2/08	77/379,772	1/24/08	US
MISCELLANEOUS DESIGN (Sun & Waves)	1,790,053	8/31/93	74/348,791	1/15/93	US
MISCELLANEOUS DESIGN (Tree & Mountain) (003, 005)	1,320,284	2/19/85	73/468,853	3/5/84	US
NATURES CREATION	1,291,689	8/28/84	73/403,263	11/19/82	US
OIL OF BEAUTY (003)	2,410,777	12/5/00	75/899,774	1/21/00	US
PAR	3,839,266	8/24/10	77/857,567	10/26/09	US
ROYAL BOUQUET	1,809,863	12/7/93	74/274,246	5/11/92	US
SALON EFFECTS	3,627,755	5/26/09	77/252,792	8/10/07	US
SATIN WASH (003)*	3,121,239	7/25/06	76/600,275	7/1/04	US
SCRUBBLES (003)	896,120	8/4/70	72/337,203	9/5/69	US
SCRUBBLES (003)	3,699,748	10/20/09	77/407,189	2/27/08	US
SIERRA	1,061,508	3/22/77	73/094,365	7/23/76	US
SIMPLY U	4,042,095	10/18/11	85/283,449	4/1/11	US
SIMPLY U & Design	4,059,490	11/22/11	85/284,189	4/1/11	US
SOFT 'N LOVELY	3,601,916	4/7/09	77/555,118	8/25/08	US
SPRING MINT	2,006,918	10/8/96	74/599,272	11/15/94	US
STRUT			85/762,559	10/24/12	US
SWAN & Design (word to right of design) (003)	2,355,539	6/6/00	75/175,615	10/2/96	US
SWAN & Design (word to right of design) (005)	2,417,799	1/2/01	75/175,744	10/2/96	US
SWAN (003)	2,299,149	12/14/99	75/175,614	10/2/96	US

SWAN (005)	1,522,360	1/31/89	73/734,181	6/14/88	US
SWAN (005)	2,140,304	3/3/98	75/175,747	10/2/96	US
THERAPOLOGY			85/281,655	3/30/11	US
TUBZA BUBBLES	1,316,448	1/29/85	73/470,423	3/15/84	US
V & Design (100 <sup>th</sup> Anniversary Logo)	3,511,358	10/7/08	77/374,981	1/18/08	US

\* Trademark to be abandoned.

Foreign Trademark Registrations and Foreign Applications:

<u>Mark</u>	<u>Reg. #</u>	<u>Registered</u>	<u>Serial #</u>	<u>Filed</u>	<u>Country</u>
CITROMA	Reg. # 97.718 Renewal # 49.170	11/6/96		2/21/96	Costa Rica
CITROMA	83,930	11/8/96	83,930	11/8/96	Panama
GERM-X (003)			2007-37459	9/27/07	Dominican Republic
GERM-X (003)	113962-C	6/30/08	14042 SM - 4344-07	9/26/07	Bolivia
GERM-X (003)	158945	3/9/08	2007-09203	10/26/07	Guatemala
GERM-X (003)	136,441	3/14/08	330,428	9/27/07	Peru
GERM-X (003)	221,453	8/23/07 (certificate issued 4/15/08)	1571-2007	8/23/07	Slovakia
GERM-X (003)	1,008,988	6/30/04	1008988	6/30/04	Australia
GERM-X (003)	4,191,392	2/7/09	4191392	7/27/04	China
GERM-X (003, 005)	4,846,388	3/11/05	114943/2003	12/25/03	Japan
GERM-X (003)	825,902	2/19/2004 (certificate issued 3/22/04)	642,744	2/19/04	Mexico
GERM-X (003)	2004 26899	8/24/04	2004-26899	8/24/04	Turkey
GERM-X (005)	113963-C	6/30/08	14043 SM - 4345-07	9/26/07	Bolivia
GERM-X (005)	158,945	3/9/08	2007-09166	10/26/07	Guatemala
GERM-X (005)	136,442	3/14/08	330,429	9/27/07	Peru
GERM-X (005)	221,453	8/23/07 (certificate issued 4/15/08)	1571-2007	8/23/07	Slovakia
GERM-X (005)	1,013,089	7/27/04	1013089	7/27/04	Australia

GERM-X (005)	TMA628,798	12/21/04	1189124	9/22/03	Canada
GERM-X (005)	4,191,391	2/7/09	4191391	7/27/04	China
GOOD CHOICE (003)	469,718	5/30/94	200452	5/30/94	Mexico
GOOD CHOICE (005)	496,704	5/30/1994	200451	5/30/94	Mexico
INSPECTOR HECTOR & Design (with color claim) (003, 005)	TMA789,407	2/2/11	1429096	2/26/09	Canada
INSPECTOR HECTOR (003, 005)	TMA780,713	10/26/10	1429094	2/26/09	Canada
MISCELLANEOUS BOTTLE DESIGN			1564498	2/16/12	Canada
MISCELLANEOUS DESIGN (Inspector Hector Character) (003, 005)	TMA780,714	10/26/10	1429101	2/26/09	Canada
SWAN	136,443	3/14/08	330430	9/27/07	Peru
SWAN (003)			189287	9/19/07	Ecuador
SWAN (003, 005)	162,768	4/1/96	162,768	4/1/96	European Community
SWAN (003)	75,136	8/2/96	75136	4/6/95	Panama
SWAN (005)			189372	9/21/07	Ecuador
SWAN (005)			863-01	3/2/01	Honduras
SWAN (005)	75,135	8/2/96	75135	4/6/95	Panama
VI-JON (003)	457,884	4/20/94	189,475	1/31/94	Mexico
VI-JON (005)	457,885	4/20/94	189,476	1/31/94	Mexico