

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Second Lien Security Interest in Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		03/22/2013	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	The Sun Products Corporation (as successor in interest to Spotless U.S. Acquisitions LLC)
<b>Street Address:</b>	60 Danbury Road
<b>City:</b>	Wilton
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06897
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 85**

Property Type	Number	Word Mark
Registration Number:	2345628	ALL
Registration Number:	2832617	ALL
Registration Number:	2923898	ALL
Registration Number:	3303851	ALL
Registration Number:	1781008	ALL
Registration Number:	2899106	ALL
Registration Number:	2589869	ALL BABY CARE PLUS
Registration Number:	2765336	ALL OXI-ACTIVE
Registration Number:	2782824	ALL OXI-ACTIVE
Registration Number:	2917801	ALL REVITALIZER CLOTHS
Registration Number:	2851309	ALL STAINLIFTER PLUS
Registration Number:	2581782	ALL WITH STAIN LIFTERS
Registration Number:	3327659	ALOHA SPLASH

CH \$2140.00 2345628

Registration Number:	2534129	BRIGHT SKY
Registration Number:	2716336	CARICIAS
Registration Number:	2856381	CIELO BRILLANTE
Registration Number:	2891675	CITRUS BREEZE
Registration Number:	1604278	CUDDLE-UP FRESH
Registration Number:	2740113	DULCE ARMONIA
Registration Number:	2977842	EMERALD STREAM
Registration Number:	0842228	EN-ZOLVE
Registration Number:	2720820	FORMULA DE PODERFRESCO
Registration Number:	3134717	FRESH RAIN
Registration Number:	2898513	FRESH RAIN
Registration Number:	2898524	FRESH RAIN
Registration Number:	2851625	GO AHEAD. GET DIRTY.
Registration Number:	2506976	LAUNDRY SO FRESH, YOU'LL KNOW IT'S CLEAN
Registration Number:	2652578	LLUVIA FRESCA
Registration Number:	3177973	LOOK ON THE BRIGHT SIDE
Registration Number:	2856382	MAR BRILLANTE
Registration Number:	2919356	MORNING BREEZE
Registration Number:	2519927	POWER FRESH
Registration Number:	3113168	SMALL & MIGHTY
Registration Number:	1246754	SNUGGLE
Registration Number:	1599689	SNUGGLE
Registration Number:	2822424	SNUGGLE
Registration Number:	2829364	SNUGGLE
Registration Number:	2701266	SNUGGLE
Registration Number:	2717342	SNUGGLE
Registration Number:	2717343	SNUGGLE
Registration Number:	2990008	SNUGGLE
Registration Number:	2854675	SNUGGLE BOTANICAL BLISS
Registration Number:	3309341	SNUGGLE EXHILARATIONS
Registration Number:	2647139	SNUGGLE PURE & GENTLE
Registration Number:	2647165	SNUGGLE PURE & GENTLE
Registration Number:	3087912	SNUGGLES
Registration Number:	3077014	SNUGGLES
Registration Number:	1178774	SNUGGLES

	3077013	SNUGGLE-UPS
Registration Number:	2716313	SPARKLING OCEAN
Registration Number:	2534130	SPRING BURST
Registration Number:	3204412	SPRING BURST
Registration Number:	3199407	SPRING BURST
Registration Number:	2652577	SUENOS DULCES
Registration Number:	1148608	SUNLIGHT
Registration Number:	0847171	SUNPOWER
Registration Number:	2058796	SURF
Registration Number:	2848115	SWEET HARMONY
Registration Number:	2521069	SWEET SLUMBER
Registration Number:	2851631	WASH TO WASH FRESHNESS
Registration Number:	3336557	WILD & FRESH
Registration Number:	1978540	WISK
Registration Number:	0627529	WISK
Registration Number:	3174545	WITH STAINLIFTERS
Serial Number:	78744314	ALL FRESH LOCK
Serial Number:	77057350	ALL SECRET GARDEN 2X ULTRA
Serial Number:	77089630	ALL SMALL & MIGHTY AND DESIGN
Serial Number:	78886992	ALL YOUR SENSES SAY IT'S CLEAN
Serial Number:	76580663	ANDA. ENSÚCIATE.
Serial Number:	78956286	FLORAL BURSTS
Serial Number:	76342707	FRAICHEUR DE PLUIE
Serial Number:	78922641	FRESH RELEASE
Serial Number:	77137438	FRESH RELEASE ESSENTIALS
Serial Number:	77129531	MOVEMENT FOR UPLIFTMENT
Serial Number:	77406255	NATURE'S DISCOVERY
Serial Number:	77208508	NATURE'S MOMENTS
Serial Number:	77225529	REAWAKENED FRESHNESS ON THE MOVE
Serial Number:	78923507	RELEASE WHAT'S INSIDE
Serial Number:	76630745	SNUGGLE
Serial Number:	77344638	SNUGGLE SIMPLY NATURE
Serial Number:	78881183	SPARKLING SUN FRESHNESS
Serial Number:	77241736	THERE'S SOMETHING IN THE AIR
Serial Number:		TIME RELEASED FRESHNESS WHILE WEARING YOUR <b>TRADEMARK</b>

	77336445	CLOTHES
Serial Number:	77153732	WASH TO WEAR AND BEYOND
Serial Number:	77078868	WISK 2X ULTRA

**CORRESPONDENCE DATA**

Fax Number: 2124552502  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (212) 455-3605  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Genevieve Dorment, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP  
 Address Line 2: 425 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1755
NAME OF SUBMITTER:	Genevieve Dorment
Signature:	/gd/
Date:	03/26/2013

**Total Attachments: 8**

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**TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 22, 2013, from JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the "Agent") for certain banks and other financial institutions (the "Lenders"), to The Sun Products Corporation (as successor in interest to Spotless U.S. Acquisitions LLC), a Delaware corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 26, 2007, by and among Obligor, Spotless Acquisition Corp. (together with Obligor, the "Borrowers"), Spotless Holding Corp., the Lenders, the Agent, J.P. Morgan Securities Inc. and Banc of America Securities LLC, as joint lead arrangers and as joint bookrunners, and Bank of America, N.A. as syndication agent (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), the Lenders severally agreed to make Loans and other extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrowers executed and delivered a Second Lien Guarantee and Security Agreement dated as of April 26, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Security Agreement"), and Obligor became a party to the Second Lien Security Agreement pursuant to the Second Guarantee and Security Assumption Agreement, dated July 26, 2008, made by Obligor in favor of the Agent, and, pursuant to the Second Lien Security Agreement, and pursuant thereto Obligor granted a security interest (the "Security Interest") to the Agent in certain collateral, including the Trademark Collateral (as that term is defined in the Trademark Security Agreement (as hereinafter defined), including the Trademarks set forth on Schedule A hereto);

WHEREAS, pursuant to that certain Second Lien Grant of Security Interest in Trademark Rights dated as of September 8, 2008, between the Obligor and the Agent (the "Trademark Security Agreement"), Obligor, by reference to the Second Lien Credit Agreement and Second Lien Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 14, 2008, at Reel 003870 and Frame 0410; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

EXECUTION COPY

1. Definitions. Capitalized terms not otherwise defined herein have the respective meanings ascribed thereto in the Second Lien Credit Agreement, the Second Lien Security Agreement, or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without representation, recourse or warranty whatsoever, its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Trademark Collateral to the Obligor.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

4. Counterparts. This Termination and Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Very truly yours,

JPMorgan Chase Bank, N.A., As Collateral

Agent

By:

Name: Tony Yung

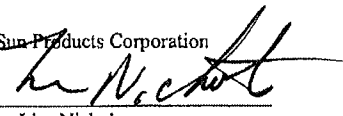
Title: Executive Director

[Signature Page for 2008 Second Lien Security Interest on Spotless U.S. Acquisitions LLC  
Trademarks]

**TRADEMARK**  
**REEL: 004990 FRAME: 0898**

ACCEPTED AND AGREED

The Sun Products Corporation

By:   
Name: Lisa Nichols

Title: Vice President and Treasurer






[Signature Page for 2008 Second Lien Security Interest on Spotless U.S. Acquisitions LLC  
Trademarks]




**TRADEMARK**  
**REEL: 004990 FRAME: 0899**








Schedule A

U.S. Trademark Registrations and Applications

Mark	App. No./Reg. No.
ALL	2345628
ALL	2832617
ALL	2923898
ALL	3303851
ALL (Stylized) 	1781008
ALL (Stylized) 	2899106
ALL BABY CARE PLUS	2589869
ALL FRESH LOCK	78/744314
ALL OXI-ACTIVE	2765336
ALL OXI-ACTIVE and Design 	2782824
ALL REVITALIZER CLOTHS	2917801
ALL SECRET GARDEN 2X ULTRA and Design 	77/057350
ALL SMALL & MIGHTY AND DESIGN	77/089630
ALL STAINLIFTER PLUS	2851309
ALL WITH STAIN LIFTERS and Design 	2581782
ALL YOUR SENSES SAY IT'S CLEAN	78/886992
ALOHA SPLASH	3327659
ANDA. ENSUCIATE.	76/580663
BRIGHT SKY	2534129
CARCIAS	2716336
CIELO BRILLANTE	2856381
CITRUS BREEZE	2891675
CUDDLE-UP FRESH	1604278
DULCE ARMONIA	2740113
EMERALD STREAM	2977842
EN-ZOLVE	0842228
FLORAL BURSTS	78/956286

Mark	App. No./Reg. No.
FORMULA DE PODERFRESCO	2720820
FRAICHEUR DE PLUIE	76/342707
FRESH RAIN	3134717
FRESH RAIN	2898513
FRESH RAIN	2898524
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GO AHEAD. GET DIRTY.	2851625
LAUNDRY SO FRESH, YOU'LL KNOW IT IS CLEAN	2506976
LLUVIA FRESCA	2652578
LOOK ON THE BRIGHT SIDE	3177973
MAR BRILLANTE	2856382
MORNING BREEZE	2919356
MOVEMENT FOR UPLIFTMENT	77/129531
NATURE'S DISCOVERY	77/406,255
NATURE'S MOMENTS	77/208508
POWER FRESH	2519927
REAWAKENED FRESHNESS ON THE MOVE	77/225529
RELEASE WHAT'S INSIDE	78/923507
SMALL & MIGHTY	3113168
SNUGGLE	1246754
SNUGGLE	1599689
SNUGGLE	2822424
SNUGGLE and Design 	2829364
SNUGGLE and Design 	76/630745
SNUGGLE and Design <b>Snuggle</b>	2701266
SNUGGLE and Design 	2717342
SNUGGLE and Design	2717343

Mark	App. No./Reg. No.
	
SNUGGLE and Design 	2990008
SNUGGLE BOTANICAL BLISS	2854675
SNUGGLE EXHILARATIONS	3309341
SNUGGLE PURE & GENTLE	2647139
SNUGGLE PURE & GENTLE and Design 	2647165
SNUGGLE SIMPLY NATURE	77/344638
SNUGGLES	3087912
SNUGGLES	3077014
SNUGGLES	1178774
SNUGGLE-UPS	3077013
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SPARKLING SUN FRESHNESS	78/881183
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THERE'S SOMETHING IN THE AIR	77/241736
TIME RELEASED FRESHNESS WHILE WEARING YOUR CLOTHES	77/336445
WASH TO WASH FRESHNESS	2851631
WASH TO WEAR AND BEYOND	77/153732
WILD & FRESH	3336557
WISK	1978540
WISK 2X ULTRA and Design 	77/078868
WISK and Design	0627529

Mark	App. No./Reg. No.
<b>Wisk</b>	
WITH STAINLIFTERS and Design 	3174545