TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Assignment Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		10/23/2013	CORPORATION: NEW JERSEY
Johnson & Johnson GmbH		10/23/2013	COMPANY: GERMANY
Janssen Pharmaceutica NV		10/23/2013	COMPANY: BENELUX OFFICE FOR INTELLECTUAL PROPERTY

RECEIVING PARTY DATA

Name:	Eveready Battery Company, Inc.	
Street Address:	33 Maryville University Drive	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63141	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4118993	ACTI-FRESH
Registration Number:	2109177	CAREFREE
Registration Number:	4003103	CAREFREE
Registration Number:	4242509	CAREFREE
Registration Number:	4021085	CAREFREE BODY SHAPE
Registration Number:	4176286	
Registration Number:	4168572	CAREFREE
Serial Number:	85131075	CAREFREE
Registration Number:	4289469	CAREFREE
Registration Number:	2915340	
Registration Number:	2733578	
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Registration Number:	2733577			
Registration Number:	3042467	CLEANQUILT		
Registration Number:	3764588	FEELS LIKE A LINER, PROTECTS LIKE A PAD		
Registration Number:	3615954	FLUID-LOCK		
Registration Number:	3139808	FLUID-LOCK CORE		
Registration Number:	2241279	FOUR WALL PROTECTION		
Serial Number:	85643058	MIGHTY.SMALL		
Registration Number:	3651051	NIGHT-GUARD		
Registration Number:	1702765	O.B.		
Serial Number:	85673726	O.B. ORIGINAL		
Registration Number:	3708992	O.B. PRO COMFORT		
Serial Number:	85673728	PROCOMFORT		
Registration Number:	2224229	STAYFREE		
Registration Number:	3137704	STAYFREE		
Registration Number:	3078311			
Serial Number:	85507346			
Serial Number:	85433665	STAYFREE ULTRA THIN		
Serial Number:	85507345			
Registration Number:	3890933	THERMOCONTROL		
Registration Number:	3887147	THERMOCONTROL		
Registration Number:	3794388	ULTRA PROTECTION		
Serial Number:	85303304	WONDERFULLY FORGETTABLE		
Registration Number:	3945142	WORRY FREE LEAK PROTECTION		
Registration Number:	2733576	CAREFREE		
Registration Number:	3709690	CAREFREE ACTI-FRESH		
Registration Number:	2597469			
Registration Number:	4292972	DRY, COOL & COMFORTABLE THERMO CONTROL		
Registration Number:	3764587	DRYFLEX		
Registration Number:	2257313	O.B.		
Registration Number:	3877448	PAD PROTECTION, LINER COMFORT		
Registration Number:	3506507	SILK TOUCH		
Registration Number:	1082180	STAYFREE		
Registration Number:	3951994			
Registration Number:	3951987			
Registration Number:	3951988			
		TRADEMARK		

REEL: 005143 FRAME: 0592

Fax Number: 3146673633

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Thomas A. Polcyn
Address Line 1: One US Bank Plaza
Address Line 2: Thompson Coburn LLP

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	66568-125562
NAME OF SUBMITTER:	Thomas A. Polcyn
Signature:	/TAP/
Date:	10/31/2013

Total Attachments: 23

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), including all schedules attached hereto, is made effective this 23rd day of October, 2013, by and among Johnson & Johnson, a corporation organized under the laws of the State of New Jersey (hereinafter "J&J"), Johnson & Johnson GmbH, a company organized under the laws of Germany ("J&J GmbH"), and Janssen Pharmaceutica NV, a company organized under the laws of the Kingdom of Belgium (together with J&J and J&J GmbH, collectively, hereinafter "Seller"), on the one hand, and Eveready Battery Company, Inc., a corporation organized under the laws of the State of Delaware (hereinafter "Purchaser"), on the other hand. Seller and Purchaser are referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, McNEIL-PPC, Inc., a corporation organized under the laws of the State of New Jersey ("McNeil"), Johnson & Johnson Inc., a corporation organized under the laws of Canada ("J&J Canada"), and Energizer Holdings, Inc., a corporation organized under the laws of the State of Missouri ("Energizer"), have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") executed on July 31, 2013; and

WHEREAS, under the terms of the Asset Purchase Agreement, the parties thereto agreed that McNeil and J&J Canada would transfer, or cause to be transferred, to Energizer or its Designated Purchaser (including Purchaser) the Transferred Trademark Rights, which Transferred Trademark Rights include the registrations and applications for registration set forth on Schedule A attached hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

- 1. <u>Definitions</u>. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.
- 2. <u>Assignment of Assigned Trademarks</u>. Subject to the terms and conditions of the Asset Purchase Agreement (including the rights of McNeil, J&J Canada and their respective Affiliates in and to the Excluded Assets), Seller, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign and transfer unto Purchaser, all of its right, title, and interest in, to or under the Assigned Trademarks, including all goodwill associated with the Assigned Trademarks, along with all income, royalties, damages and payments with respect thereto earned or accrued following the Closing (including, subject to the terms and conditions of the Patent and Know-How License Agreement, damages and payments for infringements or misappropriations thereof accruing following Closing, the right to sue and recover for infringements or misappropriations thereof occurring following the Closing).
- 3. <u>Terms of Asset Purchase Agreement</u>. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the

Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

4. <u>Miscellaneous</u>.

- 4.1 <u>Recordation and Registration of Agreement</u>. Purchaser may record this Assignment with the United States Patent and Trademark Office or with the comparable office in other jurisdictions within the Territory. All costs associated with any such registrations or recordations shall be paid by Purchaser.
- 4.2 <u>Notices</u>. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, delivered by registered or certified mail, return receipt requested, or by a national overnight courier service, or sent by facsimile (provided, that receipt is confirmed by the sending facsimile machine), to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

To Seller:

c/o McNEIL-PPC, Inc. 199 Grandview Road Skillman, NJ 08558

Telephone: (908) 904-3967 Facsimile: (908) 874-2595

Attn: Robin Sitver, Executive Director, Business Development

with copies to (which shall not constitute notice):

Johnson & Johnson Office of General Counsel One Johnson & Johnson Plaza New Brunswick, NJ 08933 Telephone: (732) 524-6163

Facsimile: (732) 524-2788

Attn: General Counsel, Consumer Group

and

Covington & Burling LLP The New York Times Building 620 Eighth Avenue New York, New York 10018 Telephone: (212) 841-1037 Facsimile: (212) 841-1010

Attn: J. D. Weinberg

To Purchaser:

Eveready Battery Company, Inc. 533 Maryville University Drive St. Louis, Missouri 63141 Telephone: (314) 985-2000

Facsimile: (314) 985-2258 Attn: General Counsel

with a copy to (which shall not constitute notice):

Bryan Cave LLP One Metropolitan Square 211 North Broadway, Suite 3600 St. Louis, Missouri 63102-2750 Telephone: (314) 259-2554

Facsimile: (314) 552-8554 Attn: Steve Baumer

Stephanie Hosler

All notices and other communications under this Assignment shall be deemed to have been received (a) when delivered by hand, if personally delivered, (b) one (1) Business Day after being delivered to a national overnight courier service, or (c) one (1) Business Day after being sent, if sent by facsimile, with a telephonic acknowledgment of sending and confirmation of receipt by the sending facsimile machine.

- 4.3 <u>Parties in Interest</u>. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 4.4 Entire Agreement; Amendment; Waiver. This Assignment (including Schedule A hereto), together with the Asset Purchase Agreement, contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed (i) in the case of an amendment, by Purchaser and Seller and (ii) in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.5 <u>Governing Law</u>.

(a) This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law, principles or rules of such state, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

- State courts located in the State of New York for the resolution of all disputes or controversies between the Parties, not subject to the arbitration obligations set forth in Section 10.10 of the Asset Purchase Agreement. Each of the Parties (a) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Assignment; (b) waives any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court; and (c) agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process. THE PARTIES HEREBY IRREVOCABLY WAIVE, AND AGREE TO CAUSE THEIR RESPECTIVE AFFILIATES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT.
- 4.6 <u>Severability</u>. The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.
- 4.7 <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the day, month and year first written above.

JOHNSON & JOHNSON
By: Name: Total To
Title: Account South
JOHNSON & JOHNSON GmbH
Ву/-
Name:
Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the day; month and year first written above.

JOHNS	SON & JOHNSON
By: Name: 'Title:	

JOHNSON & JOHNSON GmbH

Name: Benate Happinel, Luc Huys

[Signature Page to Trademark Assignment Agreement]

JANSSEN PHARMACEUTICA NV

By: Name:

Title:

[Signature Page to Trademark Assignment Agreement]

EVEREADY BATTERY COMPANY, INC.

By: July 5 May 1 Name: Mark S. La Vigne

Title: Vice President, General Counsel and Secretary

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Trademark name	Country	Status	Filing number	Registration number
CAREFREE	ARUBA	REGISTER ED	88120624	14266
STAYFREE	ARUBA	REGISTER ED	28075	28075
CAREFREE	BARBADOS	REGISTER ED	4874	81/3818
CAREFREE	BERMUDA	REGISTER ED	**	7090
STAYFREE	BERMUDA	REGISTER ED	2910	8100
CAREFREE	BRITISH VIRGIN ISLANDS	REGISTER ED		1435
CAREFREE	CANADA	REGISTER ED	254785	120186
CAREFREE ACTI-FRESH	CANADA	REGISTER ED	1393257	762720
CAREFREE BODY SHAPE	CANADA	REGISTER ED	1267405	677457
FLUID-LOCK	CANADA	REGISTER ED	1281250	772958
FLUID-LOCK CORE	CANADA	REGISTER ED	1193531	676050
FOUR WALL PROTECTION	CANADA	REGISTER ED	861663	537726
NIGHT-GUARD	CANADA	REGISTER ED	1282152	TMA821694
O.B.	CANADA	REGISTER ED	374213	210316
O.B. ORIGINAL	CANADA	PENDING	1585705	
o.b. PROCOMFORT	CANADA	REGISTER ED	1276196	683316
PROCOMFORT	CANADA	PENDING	1585704	

Trademark name	Country	Status	Filing number	Registration number
SILKTOUCH	CANADA	REGISTER ED	1149817	683181
STAYFREE	CANADA	REGISTER ED	660457	392313
STAYFREE BUTTERFLY LOGO	CANADA	REGISTER ED	1289401	680741
STAYFREE MAXI PACKAGING	CANADA	PENDING	1559050	
STAYFREE ULTRA THIN	CANADA	PENDING	1545427	
STAYFREE ULTRA THIN PACKAGING	CANADA	PENDING	1559051	
THERMO CONTROL & DESIGN	CANADA	REGISTER ED	1451704	781756
THERMOCONTROL	CANADA	REGISTER ED	1435358	781763
WORRY FREE LEAK PROTECTION	CANADA	REGISTER ED	1443535	TMA839183
CAREFREE	CURACAO	REGISTER ED	3703	03465
CAREFREE	JAMAICA	REGISTER ED	1936	15652
STAYFREE	JAMAICA	REGISTER ED	1676	13675
CAREFREE	ST. KITTS & NEVIS	REGISTER ED	**	2634
STAYFREE	ST. KITTS & NEVIS	REGISTER ED	4391	2009/0111
CAREFREE	ST. LUCIA	REGISTER ED	111	111
CAREFREE	ST. MAARTEN	REGISTER ED	3703	03465
CAREFREE	SURINAME	REGISTER ED	18129	18129
CAREFREE	TRINIDAD & TOBAGO	REGISTER	7285	7285

Trademark name	Country	Status	Filing number	Registration number
		ED		
ACTI-FRESH	UNITED STATES OF AMERICA	REGISTER ED	77/909667	4118993
CAREFREE	UNITED STATES OF AMERICA	REGISTER ED	75/199864	2109177
CAREFREE (STYLIZED)	UNITED STATES OF AMERICA	REGISTER ED	77/856974	4003103
CAREFREE AND DAISY DESIGN (IN COLOR)	UNITED STATES OF AMERICA	REGISTER ED	85/131082	4242509
CAREFREE BODY SHAPE	UNITED STATES OF AMERICA	REGISTER ED	77/925873	4021085
CAREFREE DAISY - U.S. DESIGN	UNITED STATES OF AMERICA	REGISTER ED	85/131073	4176286
CAREFREE PACKAGE BLUE BAR - U.S. DESIGN	UNITED STATES OF AMERICA	REGISTER ED	85/131084	4168572
CAREFREE PACKAGE GREEN BAR	UNITED STATES OF AMERICA	PENDING	85/131075	
CAREFREE PACKAGE TEAL BAR	UNITED STATES OF AMERICA	REGISTER ED	85/131087	4289469
CAREFREE PETALS DESIGN	UNITED STATES OF AMERICA	REGISTER ED	76/382940	2915340
CAREFREE THONG PACKAGE DESIGN	UNITED STATES OF AMERICA	REGISTER ED	76/423749	2733578
CAREFREE THONG PACKAGE DESIGN (W/COLOR)	UNITED STATES OF AMERICA	REGISTER ED	76/423726	2733577
CLEANQUILT	UNITED STATES OF AMERICA	REGISTER ED	78/256291	3042467
FEELS LIKE A LINER, PROTECTS LIKE A PAD	UNITED STATES OF AMERICA	REGISTER ED	77/603957	3764588
FLUID-LOCK	UNITED STATES OF AMERICA	REGISTER ED	77/586858	3615954
FLUID-LOCK CORE	UNITED STATES OF AMERICA	REGISTER ED	78/325457	3139808

Trademark name	Country	Status	Filing number	Registration number
FOUR WALL PROTECTION	UNITED STATES OF AMERICA	REGISTER ED	75/354801	2241279
MIGHTY.SMALL	UNITED STATES OF AMERICA	PENDING	85/643058	
NIGHT-GUARD	UNITED STATES OF AMERICA	REGISTER ED	77/644807	3651051
O.B.	UNITED STATES OF AMERICA	REGISTER ED	74/108136	1702765
O.B. ORIGINAL	UNITED STATES OF AMERICA	PENDING	85/673726	
o.b. PRO COMFORT	UNITED STATES OF AMERICA	REGISTER ED	76/648908	3708992
PROCOMFORT	UNITED STATES OF AMERICA	PENDING	85/673728	
STAYFREE	UNITED STATES OF AMERICA	REGISTER ED	75/418954	2224229
STAYFREE	UNITED STATES OF AMERICA	REGISTER ED	76/644832	3137704
STAYFREE BUTTERFLY DESIGN	UNITED STATES OF AMERICA	REGISTER ED	76/636130	3078311
STAYFREE MAXI PACKAGING	UNITED STATES OF AMERICA	PENDING	85/507346	
STAYFREE ULTRA THIN	UNITED STATES OF AMERICA	PENDING	85/433665	
STAYFREE ULTRA THIN PACKAGING	UNITED STATES OF AMERICA	PENDING	85/507345	
THERMO CONTROL & DESIGN	UNITED STATES OF AMERICA	REGISTER ED	77/787608	3890933
THERMOCONTROL	UNITED STATES OF AMERICA	REGISTER ED	77/699541	3887147
ULTRA PROTECTION	UNITED STATES OF AMERICA	REGISTER ED	77/671642	3794388
WONDERFULLY FORGET TABLE	UNITED STATES OF AMERICA	PENDING	85/303304	

Trademark name	Country	Status	Filing number	Registration number
WORRY FREE LEAK PROTECTION	UNITED STATES OF AMERICA	REGISTER ED	77/784472	3945142
CAREFREE ACTI-FRESH	ANGUILLA	REGISTER ED	4611	4611
CAREFREE ACTI-FRESH	ANTIGUA AND BARBUDA	REGISTER ED	7095	7095
CAREFREE AND FLOWER DESIGN	ANTIGUA AND BARBUDA	REGISTER ED		5948
CAREFREE BLACK	ANTIGUA AND BARBUDA	REGISTER ED		5946
CAREFREE FLOWER DESIGN	ANTIGUA AND BARBUDA	REGISTER ED		5947
CAREFREE PANTY SHIELDS	ANTIGUA AND BARBUDA	REGISTER ED		2016
CAREFREE THONG	ANTIGUA AND BARBUDA	REGISTER ED	*	5809
STAYFREE	ANTIGUA AND BARBUDA	REGISTER ED	**	2183
STAYFREE	ANTIGUA AND BARBUDA	REGISTER ED	**	2183
STAYFREE ADAPT	ANTIGUA AND BARBUDA	REGISTER ED		5893
STAYFREE BUTTERFLY LOGO	ANTIGUA AND BARBUDA	REGISTER ED	884218	884218
CAREFREE ACTI-FRESH	ARUBA	REGISTER ED	2008061854	27318
CAREFREE DEO FRESH	ARUBA	REGISTER ED	20081103.15	27628
CAREFREE PETALS DESIGN	ARUBA	REGISTER ED	18643	18643
FOUR WALL PROTECTION	ARUBA	REGISTER ED	72914	20080
O.B.	ARUBA	REGISTER ED	88120631	14273

Trademark name	Country	Status	Filing number	Registration number
PLACE2BFREE	ARUBA	REGISTER ED	20080905.36	27521
QWIK-DRY	ARUBA	REGISTER ED	25336	25336
STAYFREE BUTTERFLY LOGO	ARUBA	REGISTER ED	25580	25580
CAREFREE	BAHAMAS	REGISTER ED	7039	7039
CAREFREE AND FLOWER DESIGN	BAHAMAS	REGISTER ED	24313	24313
CAREFREE BLACK	BAHAMAS	REGISTER ED	24312	24312
CAREFREE FLOWER DESIGN	BAHAMAS	REGISTER ED	24311	24311
CAREFREE PANTY SHIELDS	BAHAMAS	REGISTER ED	8508	8508
CAREFREE PERFECT FIT	BAHAMAS	REGISTER ED	25981	25981
CAREFREE THONG	BAHAMAS	REGISTER ED	23635	23635
FLUID-LOCK	BAHAMAS	REGISTER ED	30023	
QWIK-DRY	BAHAMAS	REGISTER ED	28826	28826
STAYFREE BUTTERFLY LOGO	BAHAMAS	REGISTER ED	29781	29781
CAREFREE PERFECT FIT	BARBADOS	REGISTER ED	*	81/18267
QWIK-DRY	BARBADOS	REGISTER ED	81/21300	81/21300
SILK EASE	BARBADOS	REGISTER ED	019376	019376
SILKTOUCH	BARBADOS	REGISTER ED	*	8117430

Trademark name	Country	Status	Filing number	Registration number
CAREFREE ACTI-FRESH	BERMUDA	REGISTER ED	48067	48067
CAREFREE AND FLOWER DESIGN	BERMUDA	REGISTER ED	33377	33377
CAREFREE BLACK	BERMUDA	REGISTER ED	33376	33376
CAREFREE DEO FRESH	BERMUDA	REGISTER ED	48537	48537
CAREFREE FLOWER DESIGN	BERMUDA	REGISTER ED	33378	33378
CAREFREE PANTY SHIELDS	BERMUDA	REGISTER ED	**	8247A
CAREFREE PERFECT FIT	BERMUDA	REGISTER ED	40160	40160
CAREFREE THONG	BERMUDA	REGISTER ED	32647	32647
FOUR WALL PROTECTION	BERMUDA	REGISTER ED	30884	30884
PLACE2BFREE	BERMUDA	REGISTER ED	48074	48074
PLACE2BFREE	BERMUDA	REGISTER ED	48073	48073
PLACE2BFREE	BERMUDA	REGISTER ED	48072	48072
PLACE2BFREE	BERMUDA	REGISTER ED	48071	48071
STAYFREE ADAPT	BERMUDA	REGISTER ED	33112	33112
CAREFREE	BONAIRE, ST. EUSTATIUS AND SABA	REGISTER ED	4359	4359
STAYFREE	BONAIRE, ST. EUSTATIUS AND SABA	REGISTER ED	4307	4307
CAREFREE ACTI-FRESH	BRITISH VIRGIN ISLANDS	REGISTER ED	5085	5085

Trademark name	Country	Status	Filing number	Registration number
CAREFREE AND FLOWER DESIGN	BRITISH VIRGIN ISLANDS	REGISTER ED	**	3897
CAREFREE DEO FRESH	BRITISH VIRGIN ISLANDS	REGISTER ED	5563	5563
CAREFREE DEO FRESH	BRITISH VIRGIN	REGISTER	5563	5563
CAREFREE FLOWER DESIGN	ISLANDS BRITISH VIRGIN	ED REGISTER	**	3898
CAREFREE PETALS DESIGN	ISLANDS BRITISH VIRGIN	ED REGISTER	2205	3205
	ISLANDS	ED		
PLACE2BFREE	BRITISH VIRGIN ISLANDS	REGISTER ED	5082	5082
ABSORBENCY PILLOWS	CANADA	REGISTER ED	134383600	TMA821693
AIRSPUN	CANADA	REGISTER ED	1045973	1045973
ALL AROUND PROTECTION	CANADA	REGISTER ED	106835000	TMA586127
CAREFREE AND FLOWER DESIGN	CANADA	REGISTER ED	1107642	587991
CAREFREE BASIC	CANADA	REGISTER ED	1185448	611965
CAREFREE BLACK	CANADA	REGISTER ED	1107188	617481
CAREFREE FLOWER DESIGN	CANADA	REGISTER ED	1107643	587272
CAREFREE PANTY SHIELDS	CANADA	REGISTER ED	407156	230009
CAREFREE PERFECT FIT	CANADA	REGISTER ED	1176013	801977
CAREFREE PETALS DESIGN	CANADA	REGISTER ED	843860	528562
CLEANQUILT	CANADA	REGISTER ED	1179818	1179818

Trademark name	Country	Status	Filing number	Registration number
COLORLOCK	CANADA	REGISTER ED	1109691	TMA617480
COVERAGE PLUS	CANADA	REGISTER ED	1139474	TMA596216
DRY IDEAL	CANADA	REGISTER ED	1193532	TMA676018
FEEL THE FRESHNESS, NOT THE LINER	CANADA	REGISTER ED	1209134	TMA635614
FORT. PETIT	CANADA	REGISTER ED	1403603	750302
O.B. & DESIGN	CANADA	REGISTER ED	0631726	TMA373106
O.B. IT'S THAT SIMPLE	CANADA	REGISTER ED	1115636	TMA621943
O.B. MIGHTY SMALL	CANADA	ALLOWED	1543173	N/A
O.B. TO GO	CANADA	REGISTER ED	1131556	TMA634546
OPTIBALANCE	CANADA	ALLOWED	1395255	N/A
PERSONAL FIT PROTECTION	CANADA	REGISTER ED	1167716	TMA623680
PROTECTION PERSONNELLE AJUSTÉE	CANADA	REGISTER ED	1167715	TMA620102
PROTECTION QUATRE CÔTÉS	CANADA	REGISTER ED	0861662	TMA519599
QWIK-DRY	CANADA	REGISTER ED	1234896	652357
SILK EASE	CANADA	REGISTER ED	1164717	658129
STAY FREE	CANADA	REGISTER ED	03298100	TMA176465
STAYDRY	CANADA	REGISTER ED	062888900	TMA429253
STAYFREE PRIMA	CANADA	REGISTER	728316	440284

Trademark name	Country	Status	Filing number	Registration number
		ED		
THE NEXT GENERATION OF NAPKINS	CANADA	REGISTER ED	109314800	TMA607805
THE NEXT GENERATION OF PROTECTION	CANADA	REGISTER ED	115438600	TMA607828
VERSA-FIT	CANADA	REGISTER ED	114058200	TMA596270
CAREFREE ACTI-FRESH	CURACAO	REGISTER ED	D-800251	13458
CAREFREE PETALS DESIGN	CURACAO	REGISTER ED	3713	03475
PLACE2BFREE	CURACAO	REGISTER ED	D-900343	14274
CAREFREE ACTI-FRESH	DOMINICA	REGISTER ED	137/2008	137/2008
CAREFREE AND FLOWER DESIGN	DOMINICA	REGISTER ED	42/2005	42/2005
CAREFREE FLOWER DESIGN	DOMINICA	REGISTER ED	41/2005	41/2005
CAREFREE AND FLOWER DESIGN	HAITI	REGISTER ED	*	302/135
CAREFREE DEO FRESH	HAITI	REGISTER ED	*	76/175
CAREFREE FLOWER DESIGN	HAITI	REGISTER ED	301/135	301/135
CAREFREE ACTI-FRESH	JAMAICA	REGISTER ED	52012	52012
CAREFREE AND FLOWER DESIGN	JAMAICA	REGISTER ED	7931	39107
CAREFREE BLACK	JAMAICA	REGISTER ED		57688
CAREFREE DEO FRESH	JAMAICA	REGISTER ED	53239	53239

Trademark name	Country		Filing number	Registration number
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CAREFREE FLOWER DESIGN	JAMAICA	REGISTER ED	7929	39108
CAREFREE NEUTRALIZE	JAMAICA	REGISTER ED	46154	46154
CAREFREE PANTY SHIELDS	JAMAICA	REGISTER ED	5/2768	18327
CAREFREE PETALS DESIGN	JAMAICA	REGISTER ED	7596	37175
CAREFREE THONG	JAMAICA	REGISTER ED	7731	39371
FLUID-LOCK	JAMAICA	REGISTER ED	49461	49461
o.b. PROCOMFORT	JAMAICA	REGISTER ED	48461	48461
PLACE2BFREE	JAMAICA	REGISTER ED	52144	52144
QWIK-DRY	JAMAICA	REGISTER ED	47684	47684
SILK EASE	JAMAICA	REGISTER ED	45197	45197
STAYFREE ADAPT	JAMAICA	REGISTER ED	7849	39008
STAYFREE BUTTERFLY LOGO	JAMAICA	REGISTER ED	48275	48275
STAYFREE MAXI-PADS	JAMAICA	REGISTER ED	512537	17238
STAYFREE MINI-PADS	JAMAICA	REGISTER ED	512545	17230
CAREFREE	NETHERLANDS ANTILLES	REGISTER ED	3703	03465
CAREFREE ACTI-FRESH	NETHERLANDS ANTILLES	REGISTER ED	D-800251	13458
CAREFREE PETALS DESIGN	NETHERLANDS ANTILLES	REGISTER ED	3713	03475

Trademark name	Country	Status	Filing number	Registration number
PLACE2BFREE	NETHERLANDS ANTILLES	REGISTER ED	D-900343	14274
CAREFREE NEUTRALIZE	PUERTO RICO	REGISTER ED	64867	64867
CAREFREE PANTY SHIELDS	SABAH	REGISTER ED	20583	20583
CAREFREE ACTI-FRESH	ST. KITTS & NEVIS	REGISTER ED	2008/0371	2008/0371
CAREFREE AND FLOWER DESIGN	ST. KITTS & NEVIS	REGISTER ED		5194
CAREFREE FLOWER DESIGN	ST. KITTS & NEVIS	REGISTER ED		5195
CAREFREE THONG	ST. KITTS & NEVIS	REGISTER ED	5109	5109
FLUID-LOCK	ST. KITTS & NEVIS	REGISTER ED	2007/0333	2007/0333
CAREFREE ACTI-FRESH	ST. LUCIA	REGISTER ED	TM/2008/000 110	TM/2008/00011 0
CAREFREE DEO FRESH	ST. LUCIA	REGISTER ED	TM/2008/000 254	TM/2008/00025 4
CAREFREE DEO FRESH	ST. LUCIA	REGISTER ED	TM/2008/000 254	TM/2008/00025
CAREFREE PETALS DESIGN	ST. LUCIA	REGISTER ED	112	112
CAREFREE THONG	ST. LUCIA	REGISTER ED	385	385
FLUID-LOCK	ST. LUCIA	REGISTER ED	000323	000323
PLACE2BFREE	ST. LUCIA	REGISTER ED	TM/2008/000 199	TM/2008/00019
QWIK-DRY	ST. LUCIA	REGISTER ED	000271	000271
CAREFREE ACTI-FRESH	ST. MAARTEN	REGISTER ED	D-800251	13458

Trademark name	Country	Status	Filing number	Registration number
CAREFREE PETALS DESIGN	ST. MAARTEN	REGISTER ED	3713	03475
PLACE2BFREE	ST. MAARTEN	REGISTER ED	D-900343	14274
CAREFREE ACTI-FRESH	SURINAME	REGISTER ED	21422	21422
CAREFREE DEO FRESH	SURINAME	REGISTER ED	21633	21633
FLUID-LOCK	SURINAME	REGISTER ED	20593	20593
FOUR WALL PROTECTION	SURINAME	REGISTER ED	*	16408
O.B.	SURINAME	REGISTER ED		9886
PLACE2BFREE	SURINAME	REGISTER ED	21553	21553
QWIK-DRY	SURINAME	REGISTER ED	19912	19912
CAREFREE AND FLOWER DESIGN	TRINIDAD & TOBAGO	REGISTER ED	32070	32070
CAREFREE BLACK	TRINIDAD & TOBAGO	REGISTER ED	32066	32066
CAREFREE DEO FRESH	TRINIDAD & TOBAGO	REGISTER ED	40436	40436
CAREFREE DEO FRESH	TRINIDAD & TOBAGO	REGISTER ED	40436	40436
CAREFREE FLOWER DESIGN	TRINIDAD & TOBAGO	REGISTER ED	32089	32089
CAREFREE PANTY SHIELDS	TRINIDAD & TOBAGO	REGISTER ED	9746	9676
CAREFREE PETALS DESIGN	TRINIDAD & TOBAGO	REGISTER ED	26941	26941
CAREFREE THONG	TRINIDAD & TOBAGO	REGISTER ED	31281	31281

Trademark name	Country	Status	Filing number	Registration number
CAREFREE TRIPLE FRESH	TRINIDAD & TOBAGO	REGISTER ED	36236	36236
CAREFREE, FRESCURA FEMENINA TODO EL DIA, TODOS LOS DIAS	TRINIDAD & TOBAGO	REGISTER ED	41711	41711
FLUID-LOCK	TRINIDAD & TOBAGO	REGISTER ED	38136	38136
FOUR WALL PROTECTION	TRINIDAD & TOBAGO	REGISTER ED	29782	29782
o.b. PROCOMFORT	TRINIDAD & TOBAGO	REGISTER ED	36692	36692
PLACE2BFREE	TRINIDAD & TOBAGO	REGISTER ED	41028	41028
SILK EASE	TRINIDAD & TOBAGO	REGISTER ED	34991	34991
STAYFREE ADAPT	TRINIDAD & TOBAGO	REGISTER ED	32065	32065
STAYFREE BUTTERFLY LOGO	TRINIDAD & TOBAGO	REGISTER ED	37004	37004
STAYFREE QWIK-DRY	TRINIDAD & TOBAGO	REGISTER ED	38511	38511
STAYFREE SILK	TRINIDAD & TOBAGO	REGISTER ED	31461	31461
CAREFREE & THONG PACKAGE DESIGN (W/COLOR)	UNITED STATES OF AMERICA	REGISTER ED	76/423725	2733576
CAREFREE ACTI-FRESH & DESIGN	UNITED STATES OF AMERICA	REGISTER ED	77/477613	3709690
CAREFREE FLOWER DESIGN	UNITED STATES OF AMERICA	REGISTER ED	76/205986	2597469
DRY, COOL & COMFORTABLE THERMO CONTROL	UNITED STATES OF AMERICA	REGISTER ED	85/337203	4292972
DRYFLEX	UNITED STATES OF AMERICA	REGISTER ED	77/603953	3764587
O.B. AND DESIGN	UNITED STATES OF AMERICA	REGISTER ED	75/533319	2257313

Trademark name	Country	Status	Filing number	Registration number
PAD PROTECTION, LINER COMFORT	UNITED STATES OF AMERICA	REGISTER ED	77/603960	3877448
SILK TOUCH	UNITED STATES OF AMERICA	REGISTER ED	78/764695	3506507
STAYFREE	UNITED STATES OF AMERICA	REGISTER ED	123454	1082180
STAYFREE PACKAGING IN BLUE	UNITED STATES OF AMERICA	REGISTER ED	77/922575	3951994
STAYFREE PACKAGING IN PINK	UNITED STATES OF AMERICA	REGISTER ED	77/922146	3951987
STAYFREE PACKAGING IN PURPLE	UNITED STATES OF AMERICA	REGISTER ED	77/922148	3951988

RECORDED: 11/01/2013