

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
Osmegen, Inc.		01/21/2014	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Weiman Products, LLC
Street Address:	755 Tri-State Parkway
City:	Gurnee
State/Country:	ILLINOIS
Postal Code:	60031
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	4161076	BAD KITTY!
Registration Number:	3502733	BAMBOO RAIN
Registration Number:	3392480	BRUSHED COTTON
Registration Number:	3503306	CANELLA BARK
Registration Number:	3506338	CITRUS REVIVE
Registration Number:	3517933	COTTON RELAX
Serial Number:	86040085	ELIMIN-8
Registration Number:	4283355	FRESH REVIVAL
Registration Number:	4195132	FRESH SPIRIT
Registration Number:	4161075	FUR REAL?
Registration Number:	4161077	IS THAT THE CAT?
Registration Number:	4233955	IT WASN'T ME!
Registration Number:	2444287	LAVENDER BOUQUET
Serial Number:	77951349	NATURAL MAGIC

OP \$1415.00 4161076

Registration Number:	1864507	NATURAL MAGIC
Registration Number:	2794872	NATURAL MAGIC
Registration Number:	3146271	NATURAL MAGIC
Registration Number:	3264169	NATURAL MAGIC
Registration Number:	3264170	NATURAL MAGIC
Registration Number:	4246052	NATURAL MAGIC
Registration Number:	3503305	OAK MOSS
Registration Number:	3259898	ODOR AIR-MAGNET
Registration Number:	1936851	ODOR BLASTER
Registration Number:	1956370	ODOR LAUNCHER
Registration Number:	3767214	OXI BEADS
Registration Number:	4230597	PLAY HARD
Registration Number:	2502203	PLEASANT VALLEY
Registration Number:	3755035	PURE COTTON
Registration Number:	4112509	PURE SKY
Registration Number:	3503304	SANDALWOOD & YLANG
Registration Number:	3551611	SCENT 2 GO
Registration Number:	3265091	SCENT OF HOPE
Registration Number:	3485987	SCENT ON THE GO
Registration Number:	3402600	SCENTILLATING CITRUS
Registration Number:	1768395	SPRINGWAY
Registration Number:	4245245	STINK MAGNET
Serial Number:	85213355	THAT'S NO KITTY CAT SKUNK DEFUNK KIT
Registration Number:	4233952	THE DINNER THAT WOULDN'T LEAVE
Registration Number:	4199016	VANILLA DREAM
Registration Number:	2069861	WE MAKE MAGIC PRODUCTS, NATURALLY!
Registration Number:	4233954	WHAT DIED IN THERE?
Registration Number:	4297892	WHAT THE %#&* IS THAT SMELL?
Serial Number:	78361457	WHY PAY FOR WATER?
Serial Number:	78051868	HOLIDAY FRESH
Serial Number:	77509616	ESCENTURALS
Serial Number:	77310548	ODOR DEFENSE
Serial Number:	77475506	SILVER & LIGHT
Serial Number:	77359802	MIDNIGHT ORCHID
Serial Number:	77359801	BLACKBERRY PLUM

	77260345	ROAM-A-THERAPY
Serial Number:	77234460	L'IL DYNAMO
Serial Number:	77234400	TINY TIN
Serial Number:	77050744	NATURAL MAGIC
Serial Number:	77048372	COTTON FIELDS
Registration Number:	2424904	CEDAR FOREST
Serial Number:	75454957	ODOR AIR-MAGNET

**CORRESPONDENCE DATA**

Fax Number: 3606470412  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 3606470400  
Email: hm@schachtlaw.com  
Correspondent Name: Michael R. Schacht  
Address Line 1: 2801 Meridian Street, Suite 202  
Address Line 4: Bellingham, WASHINGTON 98225

ATTORNEY DOCKET NUMBER:	M217793 - ASSIGNMENT DOCS
NAME OF SUBMITTER:	Helen D. Mann
Signature:	/helen d mann/
Date:	01/24/2014

**Total Attachments: 7**  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of January 24, 2014, by Osmegen Incorporated, a Pennsylvania corporation ("Assignor") in favor of Weiman Products, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of December 31, 2013, as amended from time to time, by and among Assignor, The Homax Group, Inc., Homax Products, Inc., Stone Care International, Inc., and Fluid Enterprises Corporation, on the one hand, and Assignee, on the other (the "Purchase Agreement"), Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark registrations and applications for registration identified and set forth on Schedule A attached hereto (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, including, without limitation, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the entire right, title and interest in the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts-of-law principles of such State.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

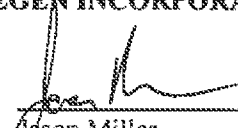
\* \* \* \* \*

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**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

**OSMEGEN INCORPORATED**

By:   
Name: Jason Miller  
Title: Vice President and Assistant Secretary

Acknowledgement:

**WEIMAN PRODUCTS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

{Signature Page to Trademark Assignment  
by Osmegen Incorporated in favor of Weiman Products, LLC}

**TRADEMARK**  
**REEL: 005200 FRAME: 0990**

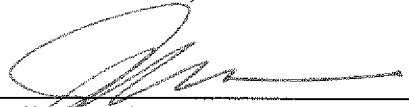
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

**OSMEGEN INCORPORATED**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledgement:

**WEIMAN PRODUCTS, LLC**

By:   
Name: Jeffrey R. Shannon  
Title: Vice President

[Signature Page to Trademark Assignment  
by Osmegen Incorporated in favor of Weiman Products, LLC]

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF SC : ss.:  
CITY/COUNTY OF Columbia / Richland )

I, Lori Wedemyer, the undersigned Notary Public do hereby certify that  
Jason Miller, as VP and Assistant Secretary of Osmegen  
Incorporated, a Pennsylvania Corporation ("Assignor"), who signed the foregoing Assignment document,  
was authorized on the 21<sup>st</sup> day of January, to execute the foregoing Assignment document on behalf of  
Assignor, and to me acknowledged that he/she did sign the said document.

(STAMP AND SEAL)

Lori Wedemyer  
Notary Public



**Schedule A**  
**to Trademark Assignment**

Trademark	Country	Registration Number	Registration Date	Serial Number	Filing Date	Status
BAD KITTY!	U.S.	4161076	6/19/2012	85/454,498	10/24/2011	Registered
BAMBOO RAIN	U.S.	3502733	9/16/2008	77/234,397	7/20/2007	Registered
BRUSHED COTTON	U.S.	3392480	3/4/2008	77/048,374	11/21/2006	Registered
CANELLA BARK	U.S.	3503306	9/16/2008	77/359,807	12/26/2007	Registered
CITRUS REVIVE	U.S.	3506338	9/23/2008	77/343,113	12/4/2007	Registered
COTTON RELAX	U.S.	3517933	10/14/2008	77/343,112	12/4/2007	Registered
ELIMIN-8	U.S.			86/040,085	8/16/2013	Pending
FRESH REVIVAL	U.S.	4283355	1/29/2013	85/068,260	6/22/2010	Registered
FRESH SPIRIT	U.S.	4195132	8/21/2012	85/068,252	6/22/2010	Registered
FUR REAL?	U.S.	4161075	6/19/2012	85/454,491	10/24/2011	Pending
IS THAT THE CAT?	U.S.	4161077	6/19/2012	85/454,503	10/24/2011	Registered
IT WASN'T ME!	U.S.	4233955	10/30/2012	85/580,621	3/27/2012	Registered
LAVENDER BOUQUET	U.S.	2444287	4/17/2001	75/930,330	2/14/2000	Registered
NATURAL MAGIC	U.S.			77/951,349	3/5/2010	Pending ITU
NATURAL MAGIC	U.S.	1864507	11/29/1994	74/427,142	8/23/1993	Registered
NATURAL MAGIC	U.S.	2794872	12/16/2003	78/197,821	12/26/2002	Registered
NATURAL MAGIC	U.S.	3146271	9/19/2006	78/361,449	2/3/2004	Registered
NATURAL MAGIC	U.S.	3264169	7/17/2007	77/020,807	10/13/2006	Registered
NATURAL MAGIC	U.S.	3264170	7/17/2007	77/020,841	10/13/2006	Registered
NATURAL MAGIC & Design	U.S.	4246052	11/20/2012	85/617232	5/4/2012	Registered
OAK MOSS	U.S.	3503305	9/16/2008	77/359,805	12/26/2007	Registered
ODOR AIR-MAGNET	U.S.	3259898	7/10/2007	77/048,815	11/21/2006	Registered
ODOR BLASTER	U.S.	1936851	11/21/1995	74/577,662	9/23/1994	Registered
ODOR LAUNCHER	U.S.	1956370	2/13/1996	74/653,168	3/20/1995	Registered
OXI BEADS	U.S.	3767214	3/30/2010	77/805,656	8/17/2009	Registered
PLAY HARD	U.S.	4230597	10/23/2012	85/228,449	1/28/2011	Registered
PLEASANT VALLEY	U.S.	2502203	10/30/2001	78/041,025	12/29/2000	Registered
PURE COTTON	U.S.	3755035	3/2/2010	77/048,373	11/21/2006	Registered
PURE SKY	U.S.	4112509	3/13/2012	85/068,254	6/22/2010	Registered
SANDALWOOD & YLANG	U.S.	3503304	9/16/2008	77/359,804	12/26/2007	Registered
SCENT 2 GO	U.S.	3551611	12/23/2008	77/404,142	2/22/2008	Registered
SCENT OF HOPE	U.S.	3265091	7/17/2007	78/971,903	9/11/2006	Registered
SCENT ON THE GO	U.S.	3485987	8/12/2008	77/234,403	7/20/2007	Registered
SCENTILLATING CITRUS	U.S.	3402600	3/25/2008	77/078,483	1/8/2007	Registered

Trademark	Country	Registration Number	Registration Date	Serial Number	Filing Date	Status
SPRINGWAY	U.S.	1768395	5/4/1993	74/277,906	5/22/1992	Registered
STINK MAGNET	U.S.	4245245	10/20/2012	85/580,618	3/27/2012	Registered
THAT'S NO KITTY CAT SKUNK DEFUNK KIT	U.S.			85/213,355	1/7/2011	Pending ITU
THE DINNER THAT WOULDN'T LEAVE	U.S.	4233952	10/30/2012	85/580,611	3/27/2012	Registered
VANILLA DREAM	U.S.	4199016	8/28/2012	85/068,255	6/22/2010	Registered
WE MAKE MAGIC PRODUCTS, NATURALLY!	U.S.	2069861	6/10/1997	75/140,218	6/10/1997	Registered
WHAT DIED IN THERE?	U.S.	4233954	10/30/2012	85/580,617	3/27/2012	Registered
WHAT THE %##&* IS THAT SMELL?	U.S.	4297892	3/5/2012	85/668,211	7/3/2012	Registered
ELIMIN-8	Canada			1639693	8/15/2013	Pending
NATURAL MAGIC	Canada	TMA844720	2/26/2013	1333002	1/26/2007	Registered
ODOR AIR-MAGNET	Indonesia	IDM000290658	1/20/2011	D002009026085	8/6/2009	Registered
WHY PAY FOR WATER?	U.S.			78361457	2/3/2004	Abandoned
HOLIDAY FRESH	U.S.			78051868	3/7/2001	Abandoned
ESCENTURALS	U.S.			77509616	6/27/2008	Abandoned
ODOR DEFENSE	U.S.			77310548	10/23/2007	Abandoned
SILVER & LIGHT	U.S.			77475506	5/15/2008	Abandoned
MIDNIGHT ORCHID	U.S.			77359802	12/26/2007	Abandoned
BLACKBERRY PLUM	U.S.			77359801	12/26/2007	Abandoned
ROAM-A-THERAPY	U.S.			77260345	8/21/2007	Abandoned
L'IL DYNAMO	U.S.			77234460	7/20/2007	Abandoned
TINY TIN	U.S.			77234400	7/20/2007	Abandoned
NATURAL MAGIC	U.S.			77050744	11/26/2006	Abandoned
COTTON FIELDS	U.S.			77048372	11/21/2006	Abandoned
CEDAR FOREST	U.S.	2424904	1/30/2001	75827064	10/20/1999	Cancelled
ODOR AIR-MAGNET	U.S.			75454957	3/23/1998	Abandoned