

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/26/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNBEAM PRODUCTS, INC.		05/26/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	JCS WELLNESS SOLUTIONS, INC.		
Street Address:	2381 EXECUTIVE CENTER DRIVE		
City:	BOCA RATON		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2826350	MYSELF	
CORRESPONDENCE DATA			
Fax Number:			
Email:	azontelli@jarden.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Seth M. Blum		
Address Line 1:	2381 Executive Center Drive		
Address Line 4:	Boca Raton, FLORIDA 33431		

ATTORNEY DOCKET NUMBER:	FEMHLTH410568
NAME OF SUBMITTER:	Angela M. Zontelli
Signature:	/Angela M. Zontelli/
Date:	02/26/2014
Total Attachments: 8 source=Sunbeam to SPI#page1.tif source=Sunbeam to SPI#page2.tif source=Sunbeam to SPI#page3.tif source=Sunbeam to SPI#page4.tif source=Sunbeam to SPI#page5.tif source=Sunbeam to SPI#page6.tif source=Sunbeam to SPI#page7.tif source=Sunbeam to SPI#page8.tif	
RECEIPT INFORMATION	
ETAS ID:	TM296284
Receipt Date:	02/26/2014
Fee Amount	\$40

**JOINT UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
AND
SOLE STOCKHOLDER
OF
JCS WELLNESS SOLUTIONS, INC.**

The undersigned, being the sole stockholder and all of the directors of the board of directors of JCS Wellness Solutions, Inc., a Delaware corporation (the "Company"), acting in lieu of a meeting, do hereby consent to and adopt as the actions of the board of directors and the sole stockholder of the Company, the following resolutions:

WHEREAS, the board of directors of the Company has determined after full consideration that it is advisable and in the best interests of the Company that the Company enter into a merger pursuant to which the Company will merge with and into Sunbeam Products, Inc. ("SPI"), with SPI continuing as the surviving corporation (the "Merger");

WHEREAS, the parties intend that, for U.S. federal income tax purposes, the merger of the Company with and into SPI will qualify as a tax-free liquidation that is described in Section 332 of the Internal Revenue Code of 1986, as amended;

WHEREAS, the board of directors of the Company have reviewed the draft Agreement and Plan of Merger substantially in the form attached hereto as Exhibit A (the "Merger Agreement");

WHEREAS, the board of directors of the Company have recommended to the sole stockholder of the Company that it approve the Merger and the Merger Agreement and the execution of the Merger Agreement; and

WHEREAS, the sole stockholder of the Company has determined after full consideration that it is in the best interest of the Company to enter into the Merger Agreement.

NOW THEREFORE BE IT:

RESOLVED, that the board of directors deems that the Merger Agreement and the transactions contemplated thereby, including the Merger, to be fair, advisable and in the best interest of the Company; and be it further

RESOLVED, that the board of directors hereby recommends that the sole stockholder of the Company approve the Merger, approve and adopt the

Merger Agreement and authorize the officers of the Company to execute the Merger Agreement; and be it further

RESOLVED, that the sole stockholder hereby approves the Merger, approves and adopts the Merger Agreement and authorizes each of the officers of the Company to execute and deliver the Merger Agreement; and be it further

RESOLVED, that the form, terms and provisions of the Merger Agreement in the form presented to the board of directors and the sole stockholder of the Company and the transactions contemplated by the Merger Agreement be and they hereby are, authorized, adopted, approved, ratified and confirmed in all respects; and be it further

RESOLVED, that any officer of the Company is hereby authorized to execute and deliver the Merger Agreement, and all such further instruments, certificates and documents to which the Company is a party or is required to deliver, with such changes and amendments thereto as any officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof; and be it further

RESOLVED, that the officers of the Company be, and each hereby is, authorized and directed to execute such documents and take such actions as such officers shall deem necessary or appropriate to consummate the Merger and the other transactions contemplated by the Merger Agreement, and to carry out the purposes of the foregoing resolutions, including, but not limited to, preparing and filing any documents notifying any states with regards to the Merger Agreement and the transactions contemplated thereby; and be it further

RESOLVED, that the officers of the Company be, and each hereby is, authorized and directed to execute such documents and take such actions as such officers shall deem necessary or appropriate to consummate the Merger and the other transactions contemplated by the Merger Agreement, and to carry out the purposes of the foregoing resolutions, including, but not limited to, preparing and filing any documents notifying any states with regard to the Merger Agreement and the transactions contemplated thereby; obtaining any third-party consents; and preparing and filing certificates/articles of merger with the appropriate Secretary of States in order to effectuate the terms and provisions of the Merger Agreements; and be it further

RESOLVED, that the officers of the Company be, and they hereby are, and each of them hereby is, authorized and directed, by and on behalf of the Company, to file, execute and deliver, in the name and on behalf of the


Company, any and all certificates, orders, receipts, agreements and other documents and to acknowledge, verify, publish or file applications, reports and other papers and instruments as they deem necessary or appropriate to carry out the intent of the foregoing resolutions and to consummate the transactions contemplated thereby, the execution and delivery of any such certificates, orders, receipts, agreements or documents and the performance of any such act to be conclusive evidence of his authority to do so; and be it further

RESOLVED, that any action heretofore taken and all other documentation heretofore delivered by any director or officer of the Company in furtherance of the foregoing resolutions be, and such actions hereby are, authorized, approved, ratified and confirmed.

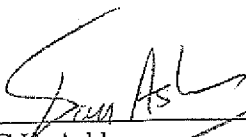
[signature page follows]

IN WITNESS WHEREOF, the undersigned have set their hands hereunto as of the 26th day of May, 2011.

BOARD OF DIRECTORS:



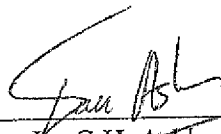
Martin E. Franklin



Ian G.H. Ashken

SOLE STOCKHOLDER:

SUNBEAM PRODUCTS, INC.

By: 

Name: Ian G.H. Ashken
Title: Vice President

Exhibit A
Merger Agreement

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), dated as of May 26, 2011, between Sunbeam Products, Inc., a business corporation organized under the laws of the State of Delaware ("SPI"), and JCS Wellness Solutions, Inc., a business corporation organized under the laws of the State of Delaware ("JCS Wellness").

WITNESSETH:

WHEREAS, JCS Wellness and SPI and the respective board of directors thereof deem it advisable and to the advantage, welfare and best interest of each corporation and their respective stockholders to merge JCS Wellness with and into SPI pursuant to the provisions of the Delaware General Corporation Law ("DGCL"), upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties intend that, for U.S. federal income tax purposes, the merger of JCS Wellness with and into SPI will qualify as tax-free liquidation that is described in Section 332 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, the parties hereto agree as follows:

ARTICLE 1: Merger. Upon the filing of a Certificate of Merger with the Secretary of State of the State of Delaware, at the Effective Time (as defined below), JCS Wellness shall be merged with and into SPI (the "Merger") and SPI shall be the corporation surviving the Merger (hereinafter referred to as the "Surviving Corporation"). The "Effective Time" of the Merger shall be 11:59 pm on May 31, 2011.

ARTICLE 2: Directors, Officers and Governing Documents. The directors of the Surviving Corporation from and after the Effective Time shall be the directors of SPI immediately prior to the Effective Time. The officers of the Surviving Corporation immediately after the Effective Time shall be the officers of SPI immediately prior to the Effective Time. These officers and directors shall hold office in accordance with the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws of the Surviving Corporation. Each of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws of the Surviving Corporation as in force and effect at the Effective Time of the Merger will be the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws, respectively, of said Surviving Corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the laws of the State of Delaware.

ARTICLE 3: Name. The name of the Surviving Corporation shall be: Sunbeam Products, Inc.

ARTICLE 4: Effect of Merger on Shares of Stock of SPI and JCS Wellness. At the Effective Time, each share of common stock, \$0.01 par value of SPI outstanding immediately

prior to the Effective Time shall remain unchanged. At the Effective time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of JCS Wellness outstanding immediately prior to the Effective Time shall be extinguished and cancelled, without the payment of consideration therefor.

ARTICLE 5: Effect of the Merger. The Merger shall have the effect set forth in the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of JCS Wellness shall be vested in the Surviving Corporation, and all debts, liabilities and duties of JCS Wellness shall become the debts, liabilities and duties of the Surviving Corporation.

ARTICLE 6: Approval. The Merger Agreement herein made and approved shall be submitted to the sole stockholder of JCS Wellness and the sole stockholder of SPI for their approval or rejection in the manner prescribed by the provisions of the DGCL.

ARTICLE 7: Authorization. The sole stockholder, board of directors and the proper officers of JCS Wellness and of the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Merger Agreement or of the Merger herein provided for.

ARTICLE 8: Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of JCS Wellness such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Corporation all such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers and authority of JCS Wellness, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized, on behalf of the Surviving Corporation or JCS Wellness, to take any and all such actions and to execute and deliver any and all such deeds, documents and other instruments.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Merger Agreement as of the date first above written.

SUNBEAM PRODUCTS, INC.

By: Jarrett Braterman
Name: Jarrett Braterman
Title: Assistant Secretary

JCS WELLNESS SOLUTIONS, INC.

By: Jarrett Braterman
Name: Jarrett Braterman
Title: Assistant Secretary