

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Stephan Co.		02/02/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Sacks Brothers Formulations, LLC		
Street Address:	27629 Chagrin Blvd., Suite 204		
City:	Beachwood		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0368070	QUINSANA	
Registration Number:	3392987	QUINSANA ODOR AWAY	
Registration Number:	1079664	QUINSANA PLUS	
CORRESPONDENCE DATA			
Fax Number:	2166963492		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-696-3030		
Email:	dweibel@khwlaw.com		
Correspondent Name:	David G. Weibel, Esq.		
Address Line 1:	1360 East 9th Street, Suite 400		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	07663.00400		
NAME OF SUBMITTER:	David G. Weibel		
SIGNATURE:	/DGW/		
DATE SIGNED:	02/25/2015		
Total Attachments: 3 source=00222873#page1.tif			

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ASSIGNMENT OF TRADEMARKS

FOR VALUABLE CONSIDERATION RECEIVED, and pursuant to that certain asset purchase agreement (the "Purchase Agreement") dated February 2, 2015, by and between The Stephan Co., a Florida corporation (the "Seller"), and Sacks Brothers Formulations, LLC, an Ohio limited liability company (the "Buyer"), the Seller hereby sells, assigns, conveys, transfers and delivers to Buyer all of the Trademarks (as defined in the Purchase Agreement) as set forth on Exhibit A attached hereto.

The Seller warrants to the Buyer, and the Buyer's successors and assigns, that the Seller is the true and lawful owner of the Trademarks and has the full right and lawful authority to transfer title to the Trademarks to the Buyer free and clear of all adverse claims.

The Seller, for and on behalf of the Seller and the Seller's successors and assigns, shall forever warrant and defend title to the Trademarks against any and all lawful claims and demands whatsoever.


The Seller hereby constitutes and appoints the Buyer as the Seller's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Seller but on behalf and for the benefit of the Buyer and its successors and assigns, to demand, receive and collect the Trademarks, to give receipts and releases for and in respect of any and all of the Trademarks, and from time to time to institute and prosecute in the Seller's name, or otherwise for the benefit of the Buyer and its successors and assigns, any and all proceedings at law, in equity or otherwise, that the Buyer or its successors or assigns may deem proper for the collection or recovery of any of the Trademarks or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign the Trademarks to the Buyer and its successors and assigns. The Seller declares that the foregoing powers are coupled with an interest and are and will be irrevocable by the Seller or by its dissolution or in any manner or for any reason whatsoever. Nothing in this Section will be deemed a waiver of any remedies otherwise available.

This instrument (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of a signed copy of this instrument in connection with the Closing (as defined in the Purchase Agreement), if and only if the Closing is completed, (b) benefits and binds the Seller and the Seller's successors and assigns, and (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase

Agreement and the provisions of this instrument, the provisions of the Purchase Agreement will control.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by the Seller's duly authorized representative as of the date first written above.

THE STEPHEN CO.

By: 

Steve Rolle, Chief Financial Officer

EXHIBIT A

MARK	REG. OR SERIAL #	REG DATE	NEXT ACTION	LAST DATE NEXT ACTION
QUINSANA	U.S. - 368,070	6/6/1939	Renewal	6/6/2019
QUINSANA ODOR AWAY	U.S. - 3,392,987	3/04/2008	Renewal	3/4/2018
QUINSANA PLUS	U.S. - 1,079,664	12/20/1977	Renewal	12/20/2017
QUINSANA	Canada - 49/13108	7/11/1939	Renewal	7/11/2029
QUINSANA PLUS	Canada - 238081	2/3/1978	Renewal	12/7/2024