

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Pharmaceuticals, LLC		07/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Edgewell Personal Care Brands, LLC		
Street Address:	6 Research Drive		
City:	Shelton		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1982912	... GET ON THE BOAT!	
Registration Number:	4778145	BANANA BOAT	
Serial Number:	86173048	BANANA BOAT	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	(314) 552-6331		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One U.S. Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	56772-145638		
NAME OF SUBMITTER:	Thomas A. Polcyn		
SIGNATURE:	/Thomas A. Polcyn/		
DATE SIGNED:	10/16/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT – (SPLLC)

This Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is made effective this July 1, 2015 (the “Effective Date”), by and among Sun Pharmaceuticals, LLC, a limited liability company organized under the laws of Delaware with an address of 6 Research Drive, Shelton, Connecticut 06484 (“Assignor”) and Edgewell Personal Care Brands, LLC, a limited liability company organized under the laws of Delaware with an address at 6 Research Drive, Shelton, Connecticut 06484 (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, and in and to the registrations and applications therefor, set forth on *Schedule A* attached hereto (collectively, the “Trademarks”);

WHEREAS, Assignor desires that the Trademarks be owned by Assignee, and Assignee desires to own said Trademarks; and

WHEREAS, Assignee is a successor to that portion of Assignor’s business to which the Trademarks pertain, which business is ongoing and existing.

NOW, THEREFORE, in consideration of the foregoing premises, 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. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in, to and under the Trademarks, and all registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Trademarks been made.
2. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.
3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.
4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above 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.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

[Signatures on following pages]

Sun Pharmaceuticals, LLC

By:

Signature [Handwritten Signature]

Printed Name and Title Manish Shankhag, Authorized Representative

Witness #1:

Signature [Handwritten Signature]

Printed Name Aimee Greary

Witness #2:

Signature [Handwritten Signature]

Printed Name THOMAS ALLEN

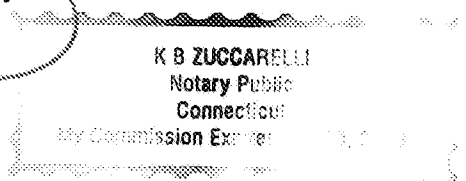
STATE OF Connecticut)
COUNTY OF Fairfield) SS.

On this 24th day of September 2015, before me appeared Manish Shankhag, who being by me duly sworn, did state that he/she is authorized to execute the foregoing instrument on behalf of Sun Pharmaceuticals, LLC.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal as of the date and year written above.

[Handwritten Signature]
Notary Public

My Commission Expires:



Edgewell Personal Care Brands, LLC

By:

Dana Gilland

Signature

Dana Gilland, Deputy General Counsel

Printed Name and Title

Witness #1:

Signature

Aimee Greary
Aimee Greary

Printed Name

Witness #2:

Signature

Thomas Polczyn
Thomas Polczyn

Printed Name

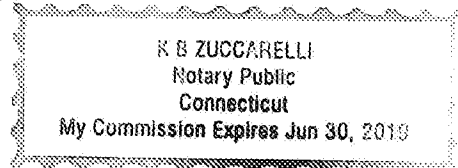
STATE OF Connecticut)
COUNTY OF Fairfield) SS.

On this 24th day of September, 2015, before me appeared Dana Gilland, who being by me duly sworn, did state that he/she is authorized to execute the foregoing instrument on behalf of Edgewell Personal Care Brands, LLC.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal as of the date and year written above.

K B Zuccarelli
Notary Public

My Commission Expires:



Schedule A
To Trademark Assignment Agreement (SPLLC)

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date
...GET ON THE BOAT!	Registered	74/516711	25-Apr-1994	1982912	25-Jun-1996
BANANA BOAT	Registered	86/173055	23-Jan-2014	4778145	21-Jul-2015
BANANA BOAT (stylized and/or with design)	Allowed	86/173048	23-Jan-2014		
QUIK BLOK	Registered	75/292190	15-May-1997	2207643	01-Dec-1998
TEAR FREE STING FREE & Design	Registered	85/070632	24-Jun-2010	4020429	30-Aug-2011