

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM362591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Brands, LLC		11/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Faultless Starch/Bon Ami Company		
Street Address:	1025 W. 8th Street		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64101		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4733481	ACABADO PROFESIONAL	
Registration Number:	2829622	NIAGARA	
Registration Number:	1461587	NIAGARA	
Registration Number:	3040957	PROFESSIONAL FINISH	
Serial Number:	86260358	EASY IRON	
CORRESPONDENCE DATA			
Fax Number:	8166913495		
<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:	(816) 842-8600		
Email:	trademark@stinson.com		
Correspondent Name:	Penny R. Slicer		
Address Line 1:	Stinson Leonard Street LLP		
Address Line 2:	1201 Walnut, Suite 2900		
Address Line 4:	Kansas City, MISSOURI 64106-2150		
ATTORNEY DOCKET NUMBER:	0506384-0000		
NAME OF SUBMITTER:	Christina M. Barton		
SIGNATURE:	/Christina M. Barton/		
DATE SIGNED:	11/17/2015		

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Total Attachments: 9

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") dated as of November 4, 2015, is by and between Phoenix Brands, LLC, a Delaware limited liability company whose mailing address is One Landmark Square, Stamford, CT 06901 ("Assignor"), and Faultless Starch/Bon Ami Company, a Missouri corporation whose mailing address is 1025 W. 8th Street, Kansas City, MO 64101 ("Assignee").

Assignor has adopted, used, and is using in business the Marks (as defined below).

The parties have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 4, 2015, pursuant to which Assignee agreed to purchase and assume from Assignor, and Assignor agreed to sell, convey, transfer, assign, and deliver to Assignee, on the Closing Date, the Purchased Assets, including the Marks.

Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute this Trademark Assignment pursuant to which Assignor will assign all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Defined Terms. Capitalized terms used but not defined in this Trademark Assignment shall have the meanings set forth in the Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns, grants, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title, benefit, privilege and interest in, to and under each trademark, service mark, trade dress, trade name, logo, slogan, name, and other indicia of origin identified in Attachment A to this Trademark Assignment, together with any applications and/or registrations thereof, and the goodwill of the business symbolized thereby (the "Marks"), including all common law rights and all claims for damages by reason of past and future infringements of any Mark, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer and delivery in this Trademark Assignment not been made.
3. Further Assurances. Upon the reasonable request of Assignee, Assignor will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Trademark Assignment. Without limiting the generality of the foregoing, Assignor will execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Marks throughout the world as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
4. Terms of the Asset Purchase Agreement. This Trademark Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Trademark Assignment shall be construed to supersede, limit or qualify any provision of the

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Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

5. Miscellaneous.

(a) This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing expressed or implied herein is intended to confer upon any person or entity, other than Assignee and Assignor and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

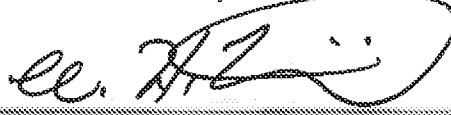
(b) The construction and performance of this Trademark Assignment shall be governed by the laws of the State of New York without giving effect to any conflicts of Law, rule or principle that might require the application of the Laws of another jurisdiction, as set forth in Section 8.8 of the Purchase Agreement.

(c) This Trademark Assignment may be executed in counterparts (each of which shall be deemed to be an original but all of which taken 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 (by electronic communication, facsimile or otherwise) to the other parties.

[Remainder of Page Intentionally Left Blank -- Signatures and Acknowledgements to Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative and delivered as of the day and year first above written.

PHOENIX BRANDS, LLC

By 

Name: William Littlefield

Title: President

STATE OF Connecticut)
)ss
COUNTY OF Fairfield)

On this 4th day of November, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared William Littlefield, President of Phoenix Brands, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said corporation as such corporation's free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.


Notary Public

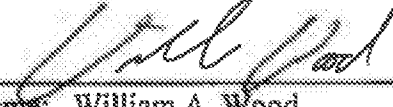
My Commission Expires:

03/31/2016

Embossed Hereon is My
State Of Connecticut Notary Public Seal
My Commission Expires March 31, 2016
JAMES P. CORCORAN

[Signature Page to Trademark Assignment]

FAULTLESS STARCH/BON AMI COMPANY

By 
Name: William A. Wood
Title: President

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

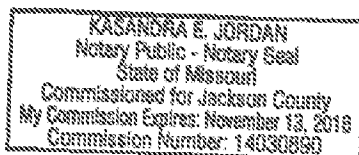
On this 4th day of November, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared William A. Wood, President of Faultless Starch/Bon Ami Company, a Missouri corporation, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said corporation as such corporation's free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.


Notary Public

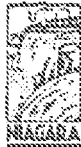
My Commission Expires:


November 13, 2018



[Signature Page to Trademark Assignment]

Attachment A to Trademark Assignment

MARK	COUNTRY	FILING DATE	REGISTRATION #	ISSUE DATE	OWNER OF RECORD	CURRENT STATUS	NEXT ACTION DUE
NIAGARA	Anguilla		4086	3/22/2006	Phoenix Brands LLC	Registered	Renewal Due March 22, 2016
NIAGARA	Antigua/Barbuda		6659	2/27/2006	Phoenix Brands LLC	Registered	Renewal Due February 27, 2020
NIAGARA	Argentina	03/11/2008	2,395,581	9/20/2010	Phoenix Brands LLC	Registered	Renewal Due September 20, 2020
 <p>Acto. 1-000000 - 12000 S Lado Sur. 17' - 18'000 m. 17' 000 m.</p> <p>Pan. Antiguas. Alrededor por el Suroeste de 1000'. Pg. 100 - 12000</p>	Argentina	08/17/2006	2221041	3/27/2008	Phoenix Brands LLC	Registered	Renewal Due March 27, 2018
NIAGARA	Aruba		12504	2/7/1989	Phoenix Brands LLC	Registered	Renewal Due July 5, 2018
NIAGARA	Bahamas		2878		Phoenix Brands LLC	Registered	Renewal Due February 14, 2028.
NIAGARA	Bahrain		47719	4/24/2006	Phoenix Brands LLC	Registered	Renewal Due: April 24, 2016.
NIAGARA	Barbados		81/021371	9/24/2014	Phoenix Brands LLC	Registered	Renewal Due September 24, 2024
NIAGARA	Bermuda		0004168	7/19/2002	Phoenix Brands LLC	Registered	Renewal Due January 8, 2028.
NIAGARA	Brazil		840.183.631	7/7/2015	Phoenix Brands LLC	Registered	Renewal Due July 7, 2025
NIAGARA	Brunei		37,339	9/25/2005	Phoenix Brands LLC	Registered Renewal in process	Renewal Due September 25, 2015.
NIAGARA	Canada		UCAQ37303	10/17/1950	Phoenix Brands LLC	Registered	Renewal Due October 17, 2025.

MARK	COUNTRY	FILING DATE	REGISTRATION #	EXPIRATION DATE	OWNER OF RECORD	CURRENT STATUS	NEXT ACTION DUE
NIAGARA	Chile	12/12/1987	829486	5/19/1998	Phoenix Brands LLC	Registered	Renewal Due May 19, 2018
NIAGARA	Columbia		205319	4/28/1997	Phoenix Brands LLC	Registered	Renewal Due April 28, 2017.
NIAGARA	Congo		11514/2006	1/19/2006	Phoenix Brands LLC	Registered Renewal in process	Renewal Due January 19, 2015.
NIAGARA	Curacao		09385	11/20/2002	Phoenix Brands LLC	Registered	Renewal Due November 20, 2022.
NIAGARA	Curacao		12049	3/1/2006	Phoenix Brands LLC	Registered	Renewal Due March 1, 2016.
NIAGARA	St. Maarten		07959	11/20/2002	Phoenix Brands LLC	Registered	Renewal Due November 20, 2022.
NIAGARA	St. Maarten		10574	3/1/2006	Phoenix Brands LLC	Registered	Renewal Due March 1, 2016.
NIAGARA	The BES Islands (Bonaire, Saint Eustatius, Saba)		2851	9/21/2011	Phoenix Brands LLC	Registered	Renewal Due September 21, 2016.
NIAGARA	The BES Islands		2850	9/21/2011	Phoenix Brands LLC	Registered	Renewal Due September 21, 2022.
NIAGARA	Denmark		VR 2006 00562	2/15/2006	Phoenix Brands LLC	Registered	Renewal Due February 15, 2016.
NIAGARA	Dominica		69/2006	6/14/2006	Phoenix Brands LLC	Registered	Renewal due June 14, 2020.
NIAGARA	Dominican Republic		47892	12/15/1989	Phoenix Brands LLC	Registered	Renewal Due December 15, 2019.
NIAGARA	Ecuador		5359-07	7/16/2007	Phoenix Brands LLC	Registered	Renewal Due July 16, 2017.
	Ecuador	12/14/1993	4631/94	12/30/1994	Phoenix Brands LLC	Registered Renewal in process	Renewal Due December 30, 2014

MARK	COUNTRY	FILING DATE	REGISTRATION #	ISSUE DATE	OWNER OF RECORD	CURRENT STATUS	NEXT ACTION DATE
NIAGARA	El Salvador		00209	12/8/2006	Phoenix Brands LLC	Registered	Renewal Due December 8, 2016.
NIAGARA	Fiji		962/05	12/29/2005	Phoenix Brands LLC	Registered	Renewal Due December 29, 2019.
NIAGARA	France		N063402892	1/11/2006	Phoenix Brands LLC	Registered Renewal in process	Renewal Due January 11, 2016.
NIAGARA	Ghana		39837	4/5/2011	Phoenix Brands LLC	Registered Renewal in process	Renewal Due January 24, 2016.
NIAGARA	Guyana		021385A	5/11/2010	Phoenix Brands LLC	Registered Renewal in process	Renewal Due April 6, 2013.
NIAGARA	Haiti		359/146	6/22/2005	Phoenix Brands LLC	Registered Renewal in process	Renewal Due June 22, 2015.
NIAGARA	Hong Kong		300551204	12/19/2005	Phoenix Brands LLC	Registered	Renewal Due December 18, 2015.
NIAGARA	Iceland		1029/2006	11/3/2006	Phoenix Brands LLC	Registered	Renewal Due November 3, 2016.
NIAGARA	Israel		84314	1/4/1995	Phoenix Brands LLC	Registered	Renewal Due August 6, 2023.
NIAGARA	Jamaica		33423		Phoenix Brands LLC	Registered	Renewal Due June 10, 2023.
NIAGARA	Jordan		85685	11/5/2007	Phoenix Brands LLC	Registered Renewal in process	Renewal Due December 18, 2015.
NIAGARA	Kuwait		66099	12/16/2005	Phoenix Brands LLC	Registered Renewal in process	Renewal Due December 17, 2015.
NIAGARA	Lebanon		106797	5/24/2006	Phoenix Brands LLC	Registered	Renewal Due May 24, 2021.
NIAGARA	Nicaragua		9292	04/22/1958	Phoenix Brands LLC	Registered	Renewal Due April 21, 2018.

MARK	COUNTRY	FILING DATE	REGISTRATION #	ISSUE DATE	OWNER OF RECORD	CURRENT STATUS	NEXT ACTION DUE
NIAGARA	Nigeria		24856	3/27/1999	Consepro, Inc.™	Registered	Renewal Due March 27, 2023.
NIAGARA	Panama	07/02/1958	5902	09/30/1958	Phoenix Brands LLC	Registered	Renewal due September 30, 2018
NIAGARA	Peru		74696		Phoenix Brands LLC	Registered	Renewal Due May 5, 2023.
NIAGARA	Philippines	1/5/2006	04/2013/00005738	11/14/2013	Phoenix Brands LLC	Registered	Renewal Due November 14, 2023**
NIAGARA نیاگارا	Qatar	12/26/2004	34595	8/13/2007	Phoenix Brands LLC	Registered	Renewal Due December 26, 2024.
NIAGARA	Samoa (Western)		4982	2/13/2006	Phoenix Brands LLC	Registered	Renewal Due February 13, 2020.
NIAGARA	Saudi Arabia		892/57	2/4/2007	Phoenix Brands LLC	Registered Renewal in process	Renewal Due August 17, 2015.
NIAGARA	Spain		2686680	10/17/2006	Phoenix Brands LLC	Registered Renewal in process	Renewal Due December 26, 2015.
NIAGARA	St. Kitts-Nevis		170/2006	4/6/2006	Phoenix Brands LLC	Registered	Renewal Due April 6, 2016.
NIAGARA	St. Lucia		TM/2006/000055	2/23/2006	Phoenix Brands LLC	Registered	Renewal Due February 23, 2016.
NIAGARA	Suriname		20,047	2/13/2006	Phoenix Brands LLC	Registered	Renewal Due February 13, 2016.
NIAGARA	Zanzibar		38/2006	1/30/2006	Phoenix Brands LLC	Registered	Renewal Due January 30, 2020.
NIAGARA	Trinidad & Tobago		25683		Phoenix Brands LLC	Registered	Renewal due July 14, 2016.
NIAGARA	Turks & Caicos Islands		14439	7/10/2006	Phoenix Brands LLC	Registered Annual Maintenance Fee in process	Annual Maintenance Fee due January 1, 2016. Renewal Due July 10, 2020.

MARK	COUNTRY	FILING DATE	REGISTRATION #	ISSUE DATE	OWNER OF RECORD	CURRENT STATUS	NEXT ACTION DUE
NIAGARA	United Arab Emirates	3/13/2006	147975	7/4/2011	Phoenix Brands LLC	Registered	Renewal due March 13, 2016.
NIAGARA	Uruguay	2/8/2006	22190	1/26/2007	Phoenix Brands LLC	Registered	Renewal Due January 26, 2017.
ACABADO PROFESSIONAL	US	08/22/2014	4,733,481	05/05/2015	Phoenix Brands LLC	Registered (Supplemental Register)	8 & 15 due between May 5, 2020 and May 5, 2021.
NIAGARA	US	04/25/2003	2,829,622	04/06/2004	Phoenix Brands LLC	Registered	Renewal Due April 6, 2024
NIAGARA	US	03/12/1987	1,461,587	10/20/1987	Phoenix Brands LLC	Registered	Renewal Due October 20, 2017
PROFESSIONAL FINISH	US	11/02/2004	3,040,957	01/10/2006	Phoenix Brands LLC	Registered	Renewal Due January 10, 2026.
NIAGARA	Venezuela		38886F	9/22/1960	Phoenix Brands LLC	Registered Renewal in process	Renewal due September 22, 2015
EASY IRON	US	04/23/2014	86/260,358		Phoenix Brands LLC	Pending	SOU/EOT Due: November 18, 2015