

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398258

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|--|--|---------------------------|--|
| 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 | | 08/08/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Nonwovens Corp. | | |
| Street Address: | 100 Emjay Boulevard | | |
| City: | Brentwood | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11717 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0645230 | DYNAMO | |
| Registration Number: | 0139710 | FAB | |
| Registration Number: | 4309156 | FAB | |
| Registration Number: | 0736986 | FINAL TOUCH | |
| Registration Number: | 1582173 | FINAL TOUCH | |
| Registration Number: | 4441481 | FRESH EXPRESSIONS | |
| Registration Number: | 1072080 | FRESH START | |
| Registration Number: | 4441503 | PROPAX | |
| Registration Number: | 2505418 | RAIN FOREST | |
| Registration Number: | 2887472 | SPRING MAGIC | |
| Registration Number: | 4960495 | SUN SHOWER FRESH | |
| Registration Number: | 3177848 | SUNRISE FRESH | |
| Registration Number: | 3985297 | TAHITIAN SUMMER SPLASH | |
| Registration Number: | 3985298 | TOQUE DE VERANO TAHITIANO | |
| Registration Number: | 2646593 | WATERFALL FRESH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2126843900 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2126843900
Email: efilings@grr.com
Correspondent Name: David D. Rodrigues
Address Line 1: 270 Madison Ave, 8th Floor
Address Line 2: Gottlieb, Rackman & Reisman P.C.
Address Line 4: New York, NEW YORK 10016

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|--------------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 8732/005 |
|--------------------------------|----------|

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|---------------------------|--------------------|
| NAME OF SUBMITTER: | David D. Rodrigues |
|---------------------------|--------------------|

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|-------------------|--------------|
| SIGNATURE: | /drodrigues/ |
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|---------------------|------------|
| DATE SIGNED: | 09/13/2016 |
|---------------------|------------|

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of August 8, 2016 (this “*Assignment*”), is made and entered into by and between Phoenix Brands LLC, a Delaware limited liability company, located at One Landmark Square, Stamford, CT 06901 (“*Assignor*”) and U.S. Nonwovens Corp., a New York corporation, located at 100 Emjay Boulevard, Brentwood, NY 11717 (“*Assignee*”). Assignor and Assignee are sometimes referred to herein as a “*Party*” and collectively as the “*Parties*.” Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined herein).

WHEREAS, Assignor is the business of manufacturing and marketing a range of detergent and fabric softeners in the United States and internationally (the “*Business*”), including through the use of the trademarks and trademark applications set forth in Exhibit A hereto (the “*Marks*”);

WHEREAS, Assignor is the sole and exclusive owner and registrant of the Marks;

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated as of July 7, 2016 (the “*Purchase Agreement*”), pursuant to which, Assignor has agreed to assign, transfer, convey and deliver, or to cause its Affiliates to assign, transfer, convey and deliver, to Assignee, all rights, title and interest in and to the Marks; and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, and Assignee hereby assumes and accepts, absolutely and forever, all of Assignor’s entire right, title, and interest, throughout the world, in and to the Marks, whether statutory or at common law, together with all renewals of the Marks, all rights to request, apply for, file and register the Marks, all rights of action arising from the Marks, all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor

hereby also agrees to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) unassignable Marks or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Marks. In the event any such unassignable Marks subsequently become assignable, Assignor shall promptly take all necessary action to assign such Marks to Assignor, upon request thereof by Assignor.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives. Assignee agrees that it shall make all such recordations within a reasonable time after the effective date of this Agreement, but in any event no later than sixty (60) days from such date.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law; Jurisdiction. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York in accordance with the laws applicable to contracts executed in such state (without giving effect to the principles of conflicts of Laws thereof). Without limiting any Party's right to appeal any Order of the Bankruptcy Court, the Parties agree that the Bankruptcy Court shall retain sole jurisdiction over any legal action or proceeding with respect to this Assignment and Seller. Each of the Parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Assignment or the transactions contemplated hereby; provided, however, that if the Bankruptcy Case has been fully and finally dismissed and/or the Bankruptcy Court declines jurisdiction, the Parties agree to and hereby

unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for Southern District of New York. If that court declines jurisdiction, the Parties agree to and hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the state courts located in New York. In addition, the Parties irrevocably consent to service of process by delivering a copy of the process to such Person to the address provided pursuant to Section 11.10 of the Purchase Agreement by federal express or other overnight courier for overnight delivery or by certified mail, postage prepaid.

9. Severability. If any term or provision of this Assignment is found by any Governmental Authority to be illegal, invalid or unenforceable, then the Parties hereby waive such term or provision to the extent that it is found to be illegal, invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such term or provision will, to the extent allowable by law and the preceding sentence, not be voided or canceled but will instead be modified by such Governmental Authority so that it becomes enforceable and, as modified, will be enforced as any other term or provision hereof. All other terms and provisions hereof will remain in full force and effect and are to be construed in accordance with the modified term or provision as if such illegal, invalid or unenforceable term or provision had not been contained in this Assignment.

10. Entire Agreement. This Assignment, the Purchase Agreement and the Ancillary Agreements contain the entire understanding between the Parties with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Assignment as fully as though completely set forth herein.

11. Exhibits. All exhibits referenced herein are incorporated herein and expressly made a part of this Assignment as though completely set forth herein. All references to this Assignment herein or in any of the exhibits shall be deemed to refer to this entire Assignment, including all exhibits.

12. Amendments; Waiver. This Assignment may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance. Any waiver by either Party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Assignment, in any one or more instances, shall not be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation, or warranty of this Assignment.

13. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be

construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

14. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. This Assignment and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile or .pdf (or equivalent electronic transmission), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

15. Miscellaneous. Seller, at Buyer's expense, shall take all such action reasonably requested by Buyer and execute and deliver all such documents, instruments and conveyances reasonably requested by Buyer in order to implement expeditiously the transactions contemplated by this Agreement. Sections 11.3, 11.6, 11.10, 11.16, 11.20 and 11.22 of the Purchase Agreement are hereby incorporated by reference in this Agreement, *mutatis mutandis*.

[Signature pages follow]

EXHIBIT A
UNITED STATES TRADEMARKS

| Mark | Country | SN/RN | Goods | Current Owner of Record |
|-----------------------------|----------------|--------------|---|--------------------------------|
| Dynamo | US | 645,230 | IC3 - Liquid cleaner, cleansers and detergent | Phoenix Brands LLC |
| Fab | US | 139,710 | IC3 - Soaps | Phoenix Brands LLC |
| Fab | US | 4,309,156 | IC3 - Laundry detergent | Phoenix Brands LLC |
| Final Touch | US | 736,986 | IC1 - Fabric rinse preparation | Phoenix Brands LLC |
| Final Touch | US | 1,582,173 | IC3 - Fabric softener sheets | Phoenix Brands LLC |
| Fresh Expressions | US | 4,441,481 | IC3 - Fabric softener for laundry use; laundry fragrances booster for laundry use | Phoenix Brands LLC |
| Fresh Start | US | 1,072,080 | IC3 - All-purpose detergent and cleaner | Phoenix Brands LLC |
| ProPax | US | 4,441,503 | IC3 - Laundry detergent | Phoenix Brands LLC |
| Rain Forest | US | 2,505,418 | IC3 - Laundry detergent | Phoenix Brands LLC |
| Spring Magic | US | 2,887,472 | IC3 - Laundry detergent | Phoenix Brands LLC |
| Sun Shower Fresh | US | 4,960,495 | IC3 - Laundry detergent | Phoenix Brands LLC |
| Sunrise Fresh | US | 3,177,848 | IC3 - Laundry detergent | Phoenix Brands LLC |
| Tahitian Summer Splash | US | 3,985,297 | IC3 - Laundry detergent | Phoenix Brands LLC |
| Toque De Verano Tahitano | US | 3,985,298 | IC3 - Laundry detergent | Phoenix Brands LLC |
| Waterfall Fresh | US | 2,646,593 | IC3 - Laundry detergent | Phoenix Brands LLC |

INTERNATIONAL TRADEMARKS

| <u>Mark</u> | <u>Country</u> | <u>SN/RN</u> | <u>Goods</u> | <u>Current Owner of Record</u> |
|------------------------------|-----------------------|---------------------|---|---------------------------------------|
| Final Touch | Anguilla | 4115 | IC1 - Fabric rinse preparation and IC3 - Fabric softener sheets | Phoenix Brands LLC |
| Final Touch | Antigua and Barbuda | 6704 | IC1 - Fabric rinse preparation and fabric softener sheets | Phoenix Brands LLC |
| Final Touch | Canada | TMA192161 | IC1 - Fabric conditioner and softener | Phoenix Brands LLC |
| Final Touch | Dominica | 8/9007 | Local 47 - Fabric softener sheets | Phoenix Brands LLC |
| Final Touch | Fiji | 334/06 | IC1 - Fabric rinse preparation | Phoenix Brands LLC |
| Final Touch | Fiji | 333/06 | Local 47 - Fabric softener sheets | Phoenix Brands LLC |
| Final Touch | Honduras | 99778 | IC1 - Fabric rinse preparation | Phoenix Brands LLC |
| Final Touch | Israel | 186,301 | IC3- Fabric softener sheets and rinse preparations | Phoenix Brands LLC |
| Tahitian Summer Splash | Canada | TMA892,586 | IC3 - Laundry detergent | Phoenix Brands LLC |
| Toque De Verano Tahitiano | Canada | TMA827,988 | IC3 - Laundry detergent | Phoenix Brands LLC |