

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultimark Products, Inc.		06/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Neoteric Cosmetics, Inc.		
Street Address:	4880 Havana Street, Suite 400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80239		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3422463	DENOREX	
Registration Number:	0953248	DENOREX	
Registration Number:	3120650	PRELL	
Registration Number:	0952865	ZINCON	
CORRESPONDENCE DATA			
Fax Number:	7194756427		
<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:	7194756427		
Email:	docket@hollandhart.com		
Correspondent Name:	Amanda L. Swaim, Holland & Hart LLP		
Address Line 1:	PO Box 8749, Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
NAME OF SUBMITTER:	Amanda L. Swaim		
SIGNATURE:	/Amanda L. Swaim/		
DATE SIGNED:	02/27/2017		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Agreement”), dated as of June 30, 2016, is made by and between ULTIMARK PRODUCTS, INC., a Delaware corporation having an address of One Belmont Avenue, Suite 602, Bala Cynwyd, PA 19004 (“Seller”), and NEOTERIC COSMETICS, INC., a Colorado corporation having an address of 4880 Havana Street, Suite 400, Denver, CO 80239 (“Buyer”).

RECITAL

WHEREAS, Seller is the owner of the trademark applications and registrations listed on the attached Schedule A; and

WHEREAS, in connection with that certain Asset Purchase Agreement by and between Seller and Buyer, dated as of even date herewith (the “APA”), Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all of Seller’s right, title and interest in and to the Intellectual Property Registrations set forth on Schedule A. The capitalized terms in this Agreement are as defined in the APA, unless expressly defined otherwise in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, Ten U.S. Dollars (\$10.00 USD), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Assignment. Effective as of the Closing Date, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer and its successors and assigns, and Buyer hereby accepts, all of Seller’s present and future right, title, and interest in and to the Intellectual Property Registrations set forth on Schedule A, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks contained in such Intellectual Property Registrations.

2. Recordation and Further Actions. Seller authorizes the United States Commissioner for Trademarks, any other governmental officials, and any domain name registrar to record and register this Agreement upon request by Buyer.

3. Further Assurances. Without limiting Seller’s obligations pursuant to Section 6.6 of the APA (the performance of which shall be at Seller’s sole cost and expense) and the generality of Section 6.7 of the APA, upon Buyer’s request Seller shall promptly take such steps and actions following the Closing on the Closing Date as reasonably requested by Buyer, at no cost to Seller, to assign the Intellectual Property Assets from Seller to Buyer, or any assignee or successor thereto, including, without limitation, providing Buyer with such documents as are reasonably requested for Buyer to (a) record the assignment of rights herein and (b) electronically transfer all

administrative and other rights in any domain names included in the Intellectual Property Registrations to Buyer.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict or an apparent conflict between the provisions of this Agreement and the provisions of the APA, the provisions of the APA shall control.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the internal Laws of the State of Delaware applicable to Contracts executed and fully performed within the State of Delaware, other than such Laws that would require the application of the Laws of a state other than the State of Delaware.

6. Amendments; No Waivers. Any provision of this Agreement may be amended or waived if, and only if, the amendment or waiver is in writing and signed, in the case of an amendment, by Seller and by Buyer, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law. The knowledge of a Default, misrepresentation or breach of warranty or covenant hereunder shall not be deemed a waiver of or non-reliance on such warranty or consent by any other party.

7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Closing Date.

SELLER:

ULTIMARK PRODUCTS, INC.

By:



Name: Lance Funston
Title: Chairman and CEO

STATE OF New Jersey :
COUNTY OF Bergen :

Subscribed and sworn to before me on this 29 day of June, 2016, by Lance Funston, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[seal]



Notary Public

Name:

Commission Expires

ROBIN LYNN DECHERT, MBA, MSA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires Aug. 9, 2019
2168816

BUYER:

NEOTERIC COSMETICS, INC.

By:




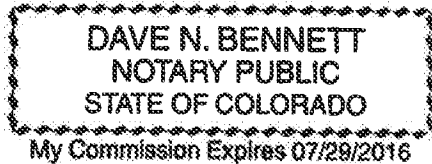
Name: Mark E. Goldstein

Title: Chairman of the Board, President and
Chief Executive Officer

STATE OF Colorado :
COUNTY OF DENVER :

Subscribed and sworn to before me on this 27 day of JUNE, 2016, by
DAVE N. BENNETT, proved to me on the basis of satisfactory evidence to be the
person who appeared before me.

[seal]



Notary Public

Name:

Commission Expires: 7-29-2016

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 005998 FRAME: 0465

SCHEDULE A

Intellectual Property Registrations

Trademarks

TRADEMARKS								
Trademark	App No.	Reg No.	Status	Country	Filed	Registered	Next Renewal	Record Owner
DENOREX	0390175	216154	Registered	Canada	09/26/75	09/17/76	9/17/21	Denorex Company, assignment to Ultimark Products, LLC filed as of 6/15/2016
DENOREX	77/262,518	3,422,463	Registered	US	08/23/07	05/06/08	5/6/18	Ultimark Products, Inc.
DENOREX	72/406,700	953,248	Registered	US	11/03/71	02/13/73	2/13/23	Ultimark Products, Inc.
MENTAR	87062558		Pending	US	06/07/16			Ultimark Products, Inc.
PRELL	153856	35469	Registered	Austria	08/03/56	11/07/56	11/7/16	Prestige Brands International, Inc.
PRELL	1550	1150	Registered	Bahamas	11/20/46	02/12/47	11/20/16	Prestige Brands International, Inc.
PRELL	293219	152429	Registered	Canada	11/16/65	08/11/67	8/11/27	Ultimark Products, LLC
PRELL	187388	UCA21612	Registered	Canada	07/05/45	07/05/45	7/5/20	Ultimark Products, LLC
PRELL	75422	75422	Registered	China (People's Republic)	05/10/76	05/10/76	5/9/16	Prestige Brands International, Inc.
PRELL	VA194700648	VA194700819	Registered	Denmark	03/20/47	06/28/47	6/28/17	Prestige Brands International, Inc.
PRELL	17341	1109688	Registered	Ecuador	02/24/87	05/13/88	5/13/23	Prestige Brands International, Inc.
PRELL	17342	17342	Registered	Egypt	12/21/47	07/22/51	12/21/17	Prestige Brands International, Inc.
PRELL	009670381	009670381	Registered	EP	01/19/11	06/27/11	1/19/21	Ultimark Products, LLC

TRADEMARKS								
Trademark	App No.	Reg No.	Status	Country	Filed	Registered	Next Renewal	Record Owner
PRELL	22511	22511	Registered	Greece	09/07/57	06/17/58	9/7/17	Prestige Brands International, Inc.
PRELL	44923	44923	Registered	Ireland	12/03/47	12/03/47	6/5/23	Ultimark Products, LLC
PRELL	4962	4962	Registered	Jamaica	12/22/47	03/17/48	12/22/23	Prestige Brands International, Inc.
PRELL	152281962	617714	Registered	Japan	06/22/62	06/17/63	6/17/23	Mark Arti Products
PRELL	15966	14949	Registered	Kuwait	09/26/83	10/28/85	9/26/23	Prestige Brands International, Inc.
PRELL	36044		Pending	Laos	09/30/15			Ultimark Products, LLC
PRELL	908	LSM9400370	Registered	Lesotho	06/06/46	11/13/53	6/6/24	Prestige Brands International, Inc.
PRELL	503884	736221	Registered	Mexico	08/17/01	02/28/02	8/17/21	Prestige Brands International, Inc.
PRELL	1962-016138	16138	Registered	Nicaragua	1/06/66	01/06/67	1/5/17	Prestige Brands International, Inc.
PRELL	42057	35127	Registered	Norway	03/28/47	02/16/48	3/28/17	Prestige Brands International, Inc.
PRELL	201041	0201041	Registered	Spain	04/11/47	06/21/49	4/11/17	Prestige Brands International, Inc.
PRELL	561953SA	561953SA	Registered	Swaziland	06/06/46	11/18/53	6/6/24	Prestige Brands International, Inc.
PRELL	03466/1987	355202	Registered	Switzerland	05/22/87	08/27/87	5/22/17	Prestige Brands International, Inc.
PRELL	85076	85076	Registered	Turkey	02/04/95	12/31/95	2/4/25	Prestige Brands International, Inc.
PRELL	78/692,485	3,120,650	Registered	US	08/15/05	07/25/06	7/25/16	Ultimark Products, Inc.
PRELL	655410	3240	Registered	Zambia	01/13/47	01/13/47	1/13/24	Prestige Brands International,

TRADEMARKS								
Trademark	App No.	Reg No.	Status	Country	Filed	Registered	Next Renewal	Record Owner
								Inc.
PRELL & Design (Package II)	36045		Pending	Laos	09/30/15			Ultimark Products, Inc.
PRELL (AND ARABIC)	7928	7928	Registered	Bahrain	06/02/83	01/04/84	6/2/23	Prestige Brands International, Inc.
PRELL (AND ARABIC)	80420	80420	Registered	Lebanon	07/19/99		9/28/14	The Procter & Gamble Company
PRELL (AND ARABIC)	84110	84110	Registered	Morocco	11/26/02	11/26/02	11/26/22	Prestige Brands International, Inc.
PRELL (IN KATAKANA)	48015972	1420727	Registered	Japan	01/26/73	06/27/80	6/27/20	Mark Arti Products
PRELL (STYLIZED IN THAI)	297450	KOR38171	Registered	Thailand	11/19/85	11/19/85	11/19/25	Prestige Brands International, Inc.
PRELL (STYLIZED)	9711	9711	Registered	Bangladesh	01/21/50	01/21/50	1/21/17	Prestige Brands International, Inc.
PRELL (STYLIZED)	305	81004916	Registered	Barbados	02/01/51	04/09/51	2/1/26	Prestige Brands International, Inc.
PRELL (STYLIZED)	2266	2266	Registered	Bermuda	11/13/46	02/13/47	11/13/16	Prestige Brands International, Inc.
PRELL (STYLIZED)	992873	NFLD2873	Registered	Canada	04/07/47	04/07/47	4/7/22	Ultimark Products, LLC
PRELL (STYLIZED)	5895	5895	Registered	Dominican Republic	12/31/46	03/01/02	12/31/16	Prestige Brands International, Inc.
PRELL (STYLIZED)	824598	1380615	Registered	France	11/20/86	11/20/86	11/20/16	Prestige Brands International, Inc.
PRELL (STYLIZED)	1946-09059	6187	Registered	Guatemala	12/11/46	01/25/47	1/24/17	Prestige Brands International, Inc.
PRELL (STYLIZED)	37104	37104	Registered	Haiti	12/26/46	12/26/46	12/26/16	Prestige Brands International, Inc.
PRELL (Stylized)	M020496	M020496	Registered	Malaysia	01/11/52	01/11/52	1/11/21	Prestige Brands International, Inc.

TRADEMARKS								
Trademark	App No.	Reg No.	Status	Country	Filed	Registered	Next Renewal	Record Owner
PRELL (STYLIZED)	02689	02689	Registered	Curacao	08/18/87	01/09/88	2/18/17	Prestige Brands International Inc.
PRELL (STYLIZED)	02332	02332	Registered	St. Maarten			2/18/17	Prestige Brands International, Inc.
PRELL (STYLIZED)	9567	9567	Registered	Pakistan	01/21/50	10/29/57	1/21/17	Prestige Brands International, Inc.
PRELL (STYLIZED)	T5113857H	T5113857H	Registered	Singapore	05/23/51	05/23/51	5/23/20	Prestige Brands International, Inc.
PRELL (STYLIZED)	152846	152846	Registered	South Africa	06/06/46	05/22/47	6/6/24	Ultimark Products, LLC
PRELL (STYLIZED)	631948	631948	Registered	Trinidad and Tobago	04/13/48	08/13/48	4/13/24	Prestige Brands International, Inc., - assignment to Ultimark Products, LLC recorded in January 2016
ZINCON	72/406,839	952,865	Registered	US	11/04/71	02/06/73	2/6/23	Ultimark Products, Inc.

Domain Names

1. Prellshampoo.com
2. Prell.com
3. Denorex.com