

900434196 01/03/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Personal Care Products, LLC		12/11/2017	Corporation- DELAWARE <i>Limited Liability Company</i>
RECEIVING PARTY DATA			
Name:	Delta Brands & Products LLC		
Street Address:	1890 Palmer Avenue		
City:	Larchmont		
State/Country:	NEW YORK		
Postal Code:	10538		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3301688	PERSONAL CARE	
Registration Number:	3479656	PERSONAL CARE	
Registration Number:	2964706	POWER HOUSE	
Registration Number:	4690125	GREAT SCENTS	
Registration Number:	5050194	BABY LOVE BY PERSONAL CARE	
Registration Number:	4502509	TOP TO BOTTOM	
Registration Number:	4582004	SHEA SOLUTIONS	
Registration Number:	4254755	VAGI-CARE	
Registration Number:	4373717	PURE CLEAN FUN	
Registration Number:	4538405	EL CAMINO	
Registration Number:	4514999	DRUGSTORE-RX	
Registration Number:	1612574	SALON PROFESSIONAL	
Registration Number:	4073166	NATURAL ESSENCE BY PERSONAL CARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(212) 239-2000		
Email:	msarney@moritthock.com		

CH \$340.00 3301688

Correspondent Name:	Michael F. Sarney
Address Line 1:	1407 Broadway, 39th Floor
Address Line 2:	Moritt Hock & Hamroff LLP
Address Line 4:	New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	N-1096.001
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NAME OF SUBMITTER:	Michael Sarney
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SIGNATURE:	/michael sarney/
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DATE SIGNED:	01/03/2018
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Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of December 11, 2017 by Personal Care Products, LLC, a Delaware limited liability company ("Assignor"), in favor of Delta Brands & Products LLC, a Delaware limited liability company ("Assignee").

Pursuant to an Asset Purchase Agreement, dated the date hereof (the "Purchase Agreement"), Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Acquired Intellectual Property, including, without limitation, all rights of Assignor to the Internet URLs (the "URLs"), the Internet domain name (the "Domain Name") and the trademarks, service marks, and registrations therefor (the "Marks") set forth on Exhibit A hereto. Assignee is a successor to the business of Assignor to which the Acquired Intellectual Property pertains, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Defined Terms. Capitalized terms used in this Assignment, unless otherwise defined in this Assignment, have the meanings assigned to them in the Purchase Agreement.
2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Acquired Intellectual Property, including all rights of Assignor to the URLs, the Domain Name and the Marks, in each case together with the goodwill of the business symbolized thereby as well as the right to recover and have damages and profits for past infringement, if any.
3. Recording and Further Actions. Assignor authorizes and requests Assignee to cause Assignee to be recorded as the assignee or transferee of the Domain Name and will, promptly upon presentation to Assignor by Assignee, execute, or procure the execution of, such transfer documents and provide such information as may be reasonably required in connection therewith. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.
4. Successors and Assigns. This Assignment and all the terms hereof will inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.
5. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of and is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will prevail. Nothing contained in this Assignment will be deemed to alter, modify, expand or diminish the terms or provisions

EXECUTION VERSION

of the Purchase Agreement.

6. Governing Law. This Assignment will be governed under the laws of the State of Delaware, without giving effect to any choice of law or conflict provision or rule (whether of such state or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied.

7. Counterparts; Electronic Delivery of Signature Pages. This Assignment may be executed in counterparts (including by means of facsimile or pdf or other electronic signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement. Delivery of an executed counterpart of this Assignment facsimile or e-mail of a pdf or similar electronic file will be equally as effective as delivery of an original executed counterpart of this Assignment.

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IN WITNESS WHEREOF, the undersigned has executed this Assignment effective as of
the date first written above.

ASSIGNOR:

PERSONAL CARE PRODUCTS, LLC

By: 

Name: Jim Peliotes

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

EXHIBIT A TO INTELLECTUAL PROPERTY ASSIGNMENT

1. The following URLs:
www.personal-care.com
www.personalcare.org
2. The following Domain Name:
Personal-care.com
3. The following registered trademarks:

United States Trademarks

Trademark	Registration No.	Registration Date
Personal Care	3301688	October 2, 2007
Personal Care and Design	3479656	August 5, 2008
Power House	2964706	July 5, 2005
Great Scents	4690125	February 17, 2015
Baby Love by Personal Care	5050194	September 27, 2016
Top to Bottom	4502509	March 25, 2014
Shea Solutions	4582004	August 5, 2014
Vagi-Care	4254755	December 4, 2012
Pure Clean Fun	4373717	July 23, 2013
El Camino	4538405	May 27, 2014
Drugstore-RX	4514999	April 15, 2014
Salon Professional	1612574	September 11, 1990
Natural Essence by Personal Care	4073166	December 20, 2011

Foreign Trademarks*

Trademark	Registration No.	Jurisdiction
Personal Care Shower & Bath Powder & Design	20070009922	Costa Rica
Personal Care Cornstarch Baby Powder & Design	20070009923	Costa Rica
Personal Care Baby Shampoo**	20070009693	Costa Rica

* The three Costa Rica trademarks were assigned from Personal Care Products, Inc. to Personal Care Products, LLC by way of an Intellectual Property Assignment dated December 7, 2010. However, such assignment has not been recorded in Costa Rica.

** Such trademark is no longer active.