

REC

02-10-1999

SHEET



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To the Honorable Commissioner of Patents

100962526

Attached original documents or copy thereof.

1. Name of conveying party(ies):

MONDIAL INDUSTRIES  
LIMITED PARTNERSHIP

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 29, 1999

2. Name and address of receiving party(ies)

Name: PLAYTEX PRODUCTS, INC.

Internal Address: \_\_\_\_\_

Street Address: 300 NYALA FARMS ROAD

City: WESTPORT State: CT ZIP: 06880

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from this application)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David S. Berlin

Internal Address: Paul, Weiss, Rifkind

Wharton & Garrison

Street Address: 1285 Avenue of the Americas

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0706

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David S. Berlin  
Name of Person Signing

David S. Berlin  
Signature

February 4, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 8

Schedule A

Reg. No. 2,157,119	Mark: CONFIDANTE
Reg. No. 1,827,510	Mark: DIAPER GENIE
App. No. 75/567,880	Mark: BOTTLE GENIE
App. No. 75/478,670	Mark: DIAPER GENIE TRAVELER
App. No. 75/441,588	Mark: KITTY GENIE
App. No. 75/303,417	Mark: JUMBO GENIE
App. No. 75/303,416	Mark: CONFIDANTE GRANDE
App. No. 75/303,415	Mark: CONFIDANTE PETITE
App. No. 75/303,228	Mark: JUMBO DIAPER GENIE
App. No. 75/283,604	Mark: EASY-LATCH SAFETY
App. No. 75/283,254	Mark: ONE HAND EASY
App. No. 75/281,190	Mark: TWISTAWAY
App. No. 75/572,446	Mark: LITTER GENIE
App. No. 75/572,438	Mark: LADY GENIE

## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated January 29, 1999, by MONDIAL INDUSTRIES LIMITED PARTNERSHIP, a Wisconsin limited partnership ("Assignor"), in favor of Playtex Products, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the registrations and applications therefor listed on Schedule 1 annexed hereto, in the countries listed thereon (the "Marks"), and the goodwill associated with the Marks; and

WHEREAS, pursuant to the terms of an Asset Purchase Agreement dated as of January 6, 1999 between Assignor and Assignee, Assignor has agreed to sell to Assignee all right, title and interest of Assignor in and to the Marks, and the goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell and assign to Assignee, all of Assignor's right, title and interest in, to and under the following:

1. the Marks;
2. all proceeds of the Marks, including, without limitation, any claim by Assignor against third parties for past, present or future infringement of the Marks; and
3. the goodwill symbolized by and associated with the business conducted under the Marks.


Assignor hereby agrees promptly to execute all papers and to perform such other proper acts reasonably necessary to secure to Assignee, or to its successors and assigns, the rights hereby transferred, including but not limited to Assignor's execution of assignments in recordable form within a reasonable amount of time after the date hereof in each jurisdiction where trademark or service mark registrations or applications may be issued or pending. Further, upon Assignee's request, Assignor agrees to cooperate fully with Assignee in obtaining assignments in recordable form from Assignor's predecessors-in-interest in all jurisdictions where such assignments may be necessary to complete the "chain of title" to Assignee or to its successors or assigns.

This Trademark Assignment is governed by the laws of the State of New York applicable to contracts made and performed wholly within such state, without reference to its conflicts of laws provisions, and the trademark laws of the United States, as applicable.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of this 29th day of January, 1999.

MONDIAL INDUSTRIES LIMITED  
PARTNERSHIP

By: Hazelbank, Inc., its general partner

By  \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK        )  
                                  : ss.:  
COUNTY OF NEW YORK        )

On the 28 day of January, 1999, before me personally came John Hall  
\_\_\_\_\_, to me personally known and known to me to be the person described in and  
who executed the foregoing instrument as President of  
HAZELBANK, INC., the corporation described in and which executed the foregoing  
instrument, who being by me duly sworn, did depose and say that he resides at Hudson  
Ohio; that he is the President of the corporation; that the said  
instrument was signed on behalf of said corporation by order of its Board of  
Directors; that he signed his name thereto by like order; and that he acknowledged  
said instrument to be the free act and deed of said corporation.

Denise Perrea  
Notary Public

My commission expires \_\_\_\_\_

**DENISE PERREA**  
**Notary Public State of Ohio**  
**My Commission Expires**  
**Aug. 23rd, 2000**

U.S. Trademark Registrations

Reg. No. 2,157,119            Mark: CONFIDANTE  
 Reg. No. 1,827,510            Mark: DIAPER GENIE

U.S. Trademark Applications

App. No. 75/567/880            Mark: BOTTLE GENIE  
 App. No. 75/478/670            Mark: DIAPER GENIE TRAVELER  
 App. No. 75/441/588            Mark: KITTY GENIE  
 App. No. 75/303,417            Mark: JUMBO GENIE  
 App. No. 75/303,416            Mark: CONFIDANTE GRANDE  
 App. No. 75/303,415            Mark: CONFIDANTE PETITE  
 App. No. 75/303,228            Mark: JUMBO DIAPER GENIE  
 App. No. 75/283,604            Mark: EASY-LATCH SAFETY  
 App. No. 75/283,254            Mark: ONE HAND EASY  
 App. No. 75/281,190            Mark: TWISTAWAY  
 App. No. 75/572,446            Mark: LITTLER GENIE  
 App. No. 75/572,438            Mark: LADY GENIE

Foreign Trademark Registrations and Applications

Mark: CONFIDANTE

Countries:	Argentina	App. No. 2125831
	Australia	Reg. No. 750047
	Brazil	App. No. 820760382
	Canada	App. No. 865,994
	Chile	App. No. 400.159
	Columbia	Reg. No. 209.862
	European Community	App. No. 750182
	Hong Kong	App. No. 97/17080
	India	App. No. 788614
	Indonesia	App. No. 09807992
	Japan	App. No. 9-187964
	Malaysia	App. No. 98/04801
	Mexico	Reg. No. 569,281
	New Zealand	App. No. 288562
	Panama	App. No. 91542
	Paraguay	App. No. 998-98
	Peru	Reg. No. 45127
	Philippines	App. No. 4-1998-02118
	Singapore	App. No. 14599197
	South Korea	App. No. 98-6380
	Taiwan	App. No. (87)018824
	Thailand	App. No. 352560

Uruguay  
Venezuela

App. No. 301475  
App. No. 97-024310

Mark: CONFIDANTE

Countries:	Argentina	App. No. 1663677
	Australia	Reg. No. 720334
	Brazil	App. No. 819857688
	Canada	App. No. 461,145
	Chile	App. No. 366,450
	Columbia	Reg. No. 970002788
	European Community	App. No. 385831
	Hong Kong	App. No. 9615681
	India	App. No. 753569
	Indonesia	App. No. 409156
	Japan	App. No. 8-143740
	Malaysia	App. No. 96/14771
	Mexico	Reg. No. 458,730
	New Zealand	App. No. 268819
	Panama	App. No. 8-208-999
	Paraguay	App. No. 03719
	Peru	Reg. No.335707
	Philippines	App. No. 116306
	Singapore	App. No. 12542/96
	South Korea	App. No. 392437
	Taiwan	App. No. 796543
	Thailand	App. No.325660
	Uruguay	App. No.34126
	Venezuela	App. No. 97-001937