

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Good Home Company, Inc.		03/26/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	The Good People Company, LLC
Street Address:	1221 Broadway
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2976375	THE GOOD HOME CO.
Registration Number:	2907766	THE GOOD HOME CO.
Registration Number:	2923974	THE GOOD HOME COMPANY ESTABLISHED 1995
Registration Number:	2913313	PURE GRASS
Registration Number:	2919029	ITALIAN CITRUS
Registration Number:	2951590	PARIS RAIN
Registration Number:	2979820	BEACH DAYS
Registration Number:	3005873	
Registration Number:	2998252	THE GOOD HOME CO. ESTABLISHED 1995
Registration Number:	2988378	VACUUM BEADS

CORRESPONDENCE DATA	
Fax Number:	(510)271-1652
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	510 271 27326

CH \$265.00 2976375

Email: trademarks@clorox.com
Correspondent Name: Timothy J. Humphrey
Address Line 1: 1221 Broadway
Address Line 4: Oakland, CALIFORNIA 94612

ATTORNEY DOCKET NUMBER:	GOOD PEOPLE ASSIGNMENTS
NAME OF SUBMITTER:	Barbara Ellen
Signature:	/Barbara Ellen/
Date:	09/08/2006

Total Attachments: 4

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ExH. "D"

Trademark Assignment

This assignment is made from The Good Home Company, Inc., a New York corporation, ("Assignee") to The Good People Co., LLC, a Delaware limited liability company ("Assignor").

WHEREAS, the Assignor previously entered into a Trademark Assignment dated September 28, 2005, a copy of which is attached hereto as Exhibit 1.

WHEREAS, the Assignment in Exhibit 1 was entered into as a result of the Option, Asset and Intellectual Property Assignment and License Agreement (the "OAIPAL Agreement") dated August 28, 2003.

WHEREAS, the Assignor is owner of the trademarks listed on attachment A which trademarks are part of the assets governed by the OAIPAL Agreement and which were unintentionally omitted from the Assignment in Exhibit 1.

WHEREAS, in addition to the trademarks listed on attachment A, Assignor also owns certain common law trademarks, logos and trade dress rights used in connection with the products heretofore sold and assigned by Assignor pursuant to the OAIPAL (collectively, the "Marks").

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the Marks (including all trademarks listed on Attachment A), together with the good will of the business pertaining thereto.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee the entire right, title and interest in and to the marks, and the registrations and applications therefore, together with the whole of the goodwill of the business pertaining thereto, the rights of Assignor to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registration of the marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past or future infringement(s) of the Marks with the right to sue for

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and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

Dated: 3-29-06

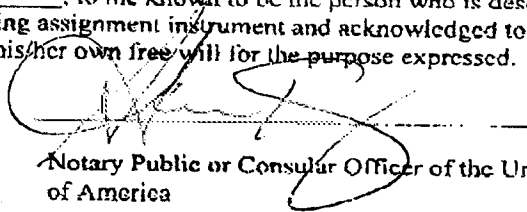
THE GOOD HOME COMPANY, INC.
a New York Corporation

By: Christine Dimmick

Name: Christine Dimmick

Title: CEO


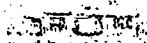
Before me this 29th day of March, 2006 personally appeared:
CHRISTINE DIMMICK, to me known to be the person who is described in
and who executed the foregoing assignment instrument and acknowledged to me that
he/she executed the same of his/her own free will for the purpose expressed.


Notary Public or Consular Officer of the United States
of America


STEVEN E. KURTZ
Notary Public, State of New York
No. 02KU4939363
Qualified in New York County
Commission Expires May 28, ~~1999~~ 2007.

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ATTACHMENT A

Trademark	Ser. No./Reg. No.	Status/Status Date	Date of First Use
THE GOOD HOME CO.	RN:2,976,375	Registered July 26, 2005	Int'l Class: 35 January 1, 2002
THE GOOD HOME CO.	RN:2,907,766	Registered December 7, 2004	Int'l Class: 3 March 1, 2002
THE GOOD HOME COMPANY ESTABLISHED 1995 AND DESIGN 	RN:2,923,974	Registered February 1, 2005	Int'l Class: 3 January 1, 2002
PURE GRASS PURE GRASS	RN:2,913,313	Registered December 21, 2004	Int'l Class: 3 March 1, 2000
ITALIAN CITRUS ITALIAN CITRUS	RN:2,919,029	Registered January 18, 2005	Int'l Class: 3 August 1, 2002
PARIS RAIN	RN:2,951,590	Registered May 17, 2005	Int'l Class: 3 September 1, 2003
BEACH DAYS	RN:2,979,820	Registered July 26, 2005	Int'l Class: 3 May 15, 2004
MISCELLANEOUS DESIGN 	RN:3,005,873	Registered October 11, 2005	Int'l Class: 3 January 1, 1995 In Commerce: September 1, 1995 Int'l Class: 35 February 28, 1996 In Commerce: May 31, 1996

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<p>THE GOOD HOME CO. ESTABLISHED 1995 AND DESIGN</p> 	<p>RN:2,998,252</p>	<p>Registered September 20, 2005</p>	<p>Int'l Class: 3 February 28, 1995 In Commerce: May 31, 1996</p>
<p>VACUUM BEADS</p>	<p>RN:2,988,378</p>	<p>Registered Supplemental Register August 23, 2005</p>	<p>Int'l Class: 3 January 13, 2003</p>

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