

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks by Court Order of United States Bankruptcy Court for the District of Delaware, effective October 8, 2008, Security Interest recorded on Reel 2918, Frame 0697																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION</td> <td></td> <td>10/08/2008</td> <td>NATIONAL ASSOCIATION:</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION		10/08/2008	NATIONAL ASSOCIATION:																
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CORRESPONDENCE DATA																											
<p>Fax Number: 7144277799 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 714-427-7020 Email: cneu@swlaw.com Correspondent Name: Albin H. Gess, SNELL & WILMER L.L.P. Address Line 1: 600 Anton Boulevard Address Line 2: Suite 1400 Address Line 4: Costa Mesa, CALIFORNIA 92626</p>																											
ATTORNEY DOCKET NUMBER:	55781-0038																										

CH \$65.00 0836059

NAME OF SUBMITTER:	Albin H. Gess
Signature:	/Albin H. Gess/
Date:	05/10/2012
Total Attachments: 14 source=Release of Security Interest Court Document#page1.tif source=Release of Security Interest Court Document#page2.tif source=Release of Security Interest Court Document#page3.tif source=Release of Security Interest Court Document#page4.tif source=Release of Security Interest Court Document#page5.tif source=Release of Security Interest Court Document#page6.tif source=Release of Security Interest Court Document#page7.tif source=Release of Security Interest Court Document#page8.tif source=Release of Security Interest Court Document#page9.tif source=Release of Security Interest Court Document#page10.tif source=Release of Security Interest Court Document#page11.tif source=Release of Security Interest Court Document#page12.tif source=Release of Security Interest Court Document#page13.tif source=Release of Security Interest Court Document#page14.tif	

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	x	
	:	Chapter 11
ASCENDIA BRANDS, INC., <u>et al.</u> ¹	:	Case No. 08-11787 (BLS)
	:	
Debtors.	:	(Jointly Administered)
	:	
	x	Ref. Docket No. 12

ORDER (I) AUTHORIZING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS TO DR. FRESH, INC. OR ANY AFFILIATE; (II) AUTHORIZING AND APPROVING ASSET PURCHASE AGREEMENT THERETO; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion"),² of Ascendia Brands, Inc.; Hermes Acquisition Company I, LLC.; Ascendia Brands Co., Inc.; Lander Co., Inc.; Lander Intangibles Corporation; and Ascendia Real Estate LLC, each a debtor and debtor in possession (collectively, the "Debtors"), pursuant to sections 105(a), 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order (i)(a) Approving Procedures in Connection with the Sale of the Debtors' Assets; (b) Scheduling the Related Auction and Hearing to Consider Approval of Sale and Hearing to Consider Approval of Stalking Horse Protections; (c) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (d) Approving the Form and Manner of Notice Thereof; and (e) Granting Related Relief; and (ii)(a) Authorizing the Sale of Such Assets, Pursuant to the Asset Purchase Agreement, Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (b) Approving the Assumption and Assignment of

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Ascendia Brands, Inc. (8820); Hermes Acquisition Company I, LLC (2437); Ascendia Brands Co., Inc. (4604); Lander Co., Inc. (2447); Lander Intangibles Corporation (8789); and Ascendia Real Estate LLC (2435). The mailing address for Lander Co., Inc. and Lander Intangibles Corporation is 1011 Centre Road, Wilmington, DE 19805. The mailing address for each of the other Debtors is 100 American Metro Blvd., Suite 108, Hamilton, NJ 08619.

² Capitalized terms used herein shall have the meaning ascribed to them in the Motion, unless otherwise noted.

Certain Executory Contracts and Unexpired Leases Related Thereto; and (c) Granting Related Relief, all as more fully described in the Motion; and a hearing on the Bidding Procedures Order having been held before this Court on August 19, 2008; and the Court having entered the Bidding Procedures Order on August 19, 2008; and the Court having conducted the Sale Approval Hearing to consider the approval of the Asset Purchase Agreement dated September 25, 2008 (the "Asset Purchase Agreement," annexed hereto as Exhibit A), between the Debtors and Dr. Fresh, Inc. ("Dr. Fresh") or any Affiliate of Dr. Fresh (collectively, the "Purchaser"), and the sale of the Purchased Assets (as defined in the Asset Purchase Agreement) in connection thereto; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Asset Purchase Agreement and transactions contemplated thereby; and the Court having reviewed and considered the Motion and any objections thereto, and the arguments of counsel made, and evidence adduced, related thereto; and upon the record of the Bidding Procedures Order hearing, the Sale Approval Hearing held before this Court on September 26, 2008, and the full record of these cases; and it appearing that the relief requested in the Motion is in the best interest of the Debtors, their estates, their creditors and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. This Court has jurisdiction over the Motion and the transactions contemplated by the Asset Purchase Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this

matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. A sound business purpose justified the Sale of the Purchased Assets outside the ordinary course of business.

D. Good and sufficient notice of the Motion and the relief sought therein has been given and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to parties in interest.

E. The Debtors solicited offers for, conducted an auction of, and selected the Prevailing Bidder for the Sale of the Purchased Assets in accordance with the Bidding Procedures Order.

F. The Auction was fair in substance and procedure.

G. The Debtors have obtained a fair and reasonable price for the Sale of the Purchased Assets.

H. The Purchaser's offer for the Purchased Assets, as embodied in the Asset Purchase Agreement, is the highest and/or best offer received by the Debtors therefor.

I. Consummation of the Sale transaction contemplated by the Prevailing Bid will provide the highest or otherwise best value for the Purchased Assets and is in the best interests of the Debtors and their estates.

J. The Asset Purchase Agreement has been negotiated by the Debtors and the Purchaser in good faith and at arm's length.

K. The Purchaser is a "good faith purchaser" entitled to the benefits and protections of section 363(m) of the Bankruptcy Code.

L. The Debtors and the Purchaser have not engaged in any conduct that would permit the Asset Purchase Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

M. The Debtors have determined that Apex Holdings Enterprise LLC and Hilco OMBB Acquisition, LLC are the next highest or otherwise best Qualified Bids for certain of the Purchased Assets (the "Back-Up Bidders").

N. The Debtors have reasonable access to their books and records to allow them to administer their bankruptcy cases post-sale.

O. The legal and factual bases set forth in the Motion and at the Sale Approval Hearing establish just cause for the relief granted herein.

P. The relief requested in the Motion is an exercise of the Debtors' sound business judgment and is in the best interests of the Debtors and their estates and creditors.

Q. The entry of this Order is in the best interests of the Debtors, their estates, their creditors and other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:

1. The Motion is granted.
2. All objections and responses to the Motion that have not been overruled, withdrawn, waived, settled or resolved, and all reservations of rights included therein, are hereby overruled and denied, provided, however, that the objection of the Committee with respect to the allocation of proceeds shall be governed by the Order Concerning the Distribution of Proceeds From the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests (the "Proceeds Order").

3. The Purchaser's offer for the Purchased Assets, as embodied in the Asset Purchase Agreement, is the highest and best offer for the Purchased Assets and is hereby approved.

4. The Asset Purchase Agreement annexed hereto as Exhibit A is hereby approved pursuant to section 363(b) of the Bankruptcy Code and the Debtors are authorized to consummate and perform all of their obligations under the Asset Purchase Agreement and to execute such other documents and take such other actions as are necessary or appropriate to effectuate the Asset Purchase Agreement, including without limitation, any and all documentation necessary or appropriate to effectuate the transfer to Purchaser of all Purchased Intellectual Property Rights in official form required by any state, federal or foreign governmental authority of competent jurisdiction either at or post-Closing.

5. Pursuant to section 363(f) of the Bankruptcy Code, the Purchased Assets may be sold and transferred from the Debtors to Purchaser free and clear of all liens, claims, interests and encumbrances (collectively, "Liens") and no such Liens shall be enforceable against Purchaser or the Purchased Assets; provided, however that any and all such Liens shall attach to proceeds of such Sale with the same validity, priority, force and effect such Liens had on the Purchased Assets immediately prior to the Sale and subject to the rights, claims, defenses, and objections, if any, of the Debtors and all interested parties with respect to any such asserted Liens.

6. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Sale by the Debtors to the Purchaser of the Purchased Assets and transactions related thereto, upon the closing under the Asset Purchase Agreement are authorized and approved in all respects.

7. The stays provided for in Bankruptcy Rules 6004^(h)~~(g)~~ and 6006(d) are hereby waived and this Order shall be effective immediately upon its entry.

8. The terms of this Order shall be binding on the Purchaser and its successors, the Debtors, creditors of the Debtors and all other parties in interest in the Debtors' cases, and any

successors of the Debtors, including any trustee or examiner appointed in these cases or upon a conversion of these cases to chapter 7 of the Bankruptcy Code.

9. The Purchaser is a good faith purchaser entitled to the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

10. With respect to the transactions consummated pursuant to this Order, this Order shall be sole and sufficient evidence of the transfer of title to any particular purchaser, and the sale transaction consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transactions contemplated hereby.

11. If the Purchaser fails to consummate the transaction contemplated by the Asset Purchase Agreement because of a breach or failure to perform on the part of such Purchaser, in accordance with Section K of the Bidding Procedures, the Debtors are authorized, but not required, to consummate the transaction contemplated by the Back-Up Bidders' purchase agreements without further order of the Court.

12. This Court retains jurisdiction to interpret, implement and enforce the provisions of, and resolve any disputes arising under or related to, this Order and the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder and each of the agreements executed in connection therewith.

13. Nothing contained in any chapter 11 plan confirmed in these cases or the order of confirmation confirming any chapter 11 plan, nor any order dismissing any case or converting it to chapter 7 liquidation shall conflict with or derogate from the provisions of the Asset Purchase Agreement, any documents or instrument executed in connection therewith, or the terms of this Order.

14. The failure specifically to include any particular provisions of the Asset Purchase Agreement or any of the documents, agreements or instruments executed in connection therewith in this Order shall not diminish or impair the efficacy of such provision, document, agreement or instrument, it being the intent of the Court that the Asset Purchase Agreement and each document, agreement or instrument be authorized and approved in its entirety.

15. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

Dated: Wilmington, Delaware
October 8, 2008

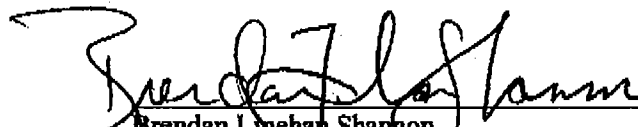

Brendan Linehan Shannon
United States Bankruptcy Judge

Exhibit A

Asset Purchase Agreement

DR02:7412053.1

067571.1001

TRADEMARK
REEL: 004777 FRAME: 0644

Schedule 6.6(a)
Intellectual Property

1. Trademark registrations

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
United States	TEK (Stylized)	258,849	Active	Lander Intangibles Corp.
United States	TEK (Stylized)	551,649	Active	Lander Intangibles Corp.
United States	A BINACA BLAST FRESHENS BREATH INSTANTLY!	2,285,377	Active	Lander Intangibles Corp.
United States	A BINACA BLAST THAT LASTS	2,826,072	Active	Lander Intangibles Corp.
United States	A BINACA DOUBLE BLAST THAT LASTS	2,826,089	Active	Lander Intangibles Corp.
United States	A KICK IN THE KISSER	2,827,433	Active	Lander Intangibles Corp.
United States	BEN CHILLIN' Design	2,776,418	Active	Lander Intangibles Corp.
United States	BINACA	836,059	Active	Lander Intangibles Corp.
United States	BINACA	2,724,805	Active	Lander Intangibles Corp.
United States	FAST BLAST	2,398,586	Active	Lander Intangibles Corp.
United States	FRESH BREATH IS JUST A CLICK AWAY	2,748,259	Active	Lander Intangibles Corp.

FD-325 (5-7-53)

<u>Country</u>	<u>Trademark</u>	<u>Appl/Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
United States	GEL BURSTS	2,958,244	Active	Lander Intangibles Corp.
United States	POWER BLASTS	2,744,720	Active	Lander Intangibles Corp.
United States	POWER BLASTS & Design	2,728,078	Active	Lander Intangibles Corp.
United States	POWER STRIPS	2,809,219	Active	Lander Intangibles Corp.
United States	Dentax Plus	2,724,662	Active	Lander Intangibles Corp.
United States	Dentax	1,593,080	Active	Lander Intangibles Corp.
Argentina	BINACA (STYLIZED)	1801070	Active	Personal Care Group, Inc.
Aruba	BINACA	12686	Active	Lander Intangibles Corp.
Australia	BINACA	87149	Active	Personal Care Group, Inc.
Bahamas	BINACA	12699	Active	Personal Care Group, Inc.
Bahrain	BINACA	22984	Unconfirmed	
Bangladesh	BINACA	2242	Unconfirmed	
Bermuda	BINACA	20065	Unconfirmed	
Brazil	BINACA	817305130	Active	Personal Care Group, Inc., Inc.
Brunei	BINACA	14414		
Canada	A BINACA BLAST FRSHENS BREATH INSTANTLY	TMA552822	Active	Lander Intangibles Corp.

<u>Country</u>	<u>Trademark</u>	<u>AppL/Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
Canada	A BINACA BLAST THAT LASTS	TMA627850	Active	Lander Intangibles Corp.
Canada	BINACA	UCA039043	Active	Lander Intangibles Corp.
Canada	BINACA	TMA332765	Active	Lander Intangibles Corp.
Canada	BINACA BLASTERS	TMA574807	Active	Lander Intangibles Corp.
Canada	BOMBE FRAICHEUR	TMA584931	Active	Lander Intangibles Corp.
Canada	FAST BLAST	TMA568107	Active	Lander Intangibles Corp.
Canada	POWER STRIPS	TMA610914	Active	Lander Intangibles Corp.
Canada	UN ECLAT DE BINACA RAFRAICHT L'HALBIN INSTANTBMENT	TMA546547	Active	Lander Intangibles Corp.
Chile	BINACA	619548	Active	Personal Care Group, Inc.
China P.R.	BINACA	1180260	Active	Lander Intangibles Corp.
Colombia	BINACA	183954	Active	Lander Intangibles Corp.
Colombia	BINACA	192211	Active	Lander Intangibles Corp.
Costa Rica	BINACA	16064	Unconfirmed	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
Dominican Republic	BINACA	5744	Active	Lander Intangibles Corp.
Ecuador	BINACA	3388-91	Unconfirmed	
Great Britain	BINACA	2165010	Active	Lander Intangibles Corp.
Guatemala	BINACA	79299	Active	Lander Intangibles Corp.
Honduras	BINACA	49732	Unconfirmed	
Hong Kong	BINACA	0284 of 1973	Unconfirmed	
Hong Kong	BINACA	0927 of 1982	Active	Lander Intangibles Corp.
Hong Kong	BINACA	0285 of 1973	Unconfirmed	
Hungary	BINACA	170242	Unconfirmed	
Iceland	BINACA	757/1994	Unconfirmed	
Indonesia	BINACA	IDM000052849	Unconfirmed	
Indonesia	BINACA	IDM000052850	Unconfirmed	
Israel	BINACA	79878	Unconfirmed	
Jamaica	BINACA	22408	Unconfirmed	
Japan	BINACA	4224057	Unconfirmed	
Japan	BINACA BLASTERS	4393900	Unconfirmed	
Japan	BINACA BLASTS	4393899	Unconfirmed	
Kenya	BINACA	21745	Unconfirmed	
South Korea	BINACA	192053	Active	Personal Care Group, Inc.
Lebanon	BINACA	74036	Unconfirmed	
Macao	BINACA	11741-M	Unconfirmed	
Malaysia	BINACA	M/65455	Active	Lander Intangibles Corp.

<u>Country</u>	<u>Trademark</u>	<u>Appl/Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
Malaysia	BINACA	87/00742	Active	Lander Intangibles Corp.
Mexico	BINACA	848391	Active	Lander Intangibles Corp.
Netherlands Antilles	BINACA	9829	Unconfirmed	
New Zealand	BINACA	87731	Active	Personal Care Group, Inc.
Nicaragua	BINACA	9927CC	Active	Personal Care Group, Inc.
Pakistan	BINACA	58561	Active	Personal Care Group, Inc.
Paraguay	BINACA	216268	Active	Personal Care Group, Inc.
Peru	BINACA	42932	Active	Personal Care Group, Inc.
Philippines	BINACA	45718	Active	Lander Intangibles Corp.
Poland	BINACA	186536	Active	Lander Intangibles Corp.
South Africa	BINACA (Special form)	46/1410	Unconfirmed	
El Salvador	BINACA	16426/40	Unconfirmed	
Saudi Arabia	BINACA	455/3	Active	Lander Intangibles Corp.
Singapore	BINACA	T87/00797Z	Unconfirmed	
Sri Lanka	BINACA	10706	Unconfirmed	
Taiwan	BINACA	149591	Unconfirmed	
Taiwan	BINACA	151338	Unconfirmed	
United Arab Emirates	BINACA	17050	Unconfirmed	

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Status</u>	<u>Owner of Record</u>
Uruguay	BINACA	337.216	Active	Personal Care Group, Inc.
Venezuela	BINACA	27555	Unconfirmed	
Venezuela	BINACA	112349-F	Active	Unconfirmed
Zimbabwe	BINACA	55/63	Unconfirmed	