

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FERMODYL PROFESSIONALS INC.		05/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Roux Laboratories, Inc.		
Street Address:	5534 Overmyer Drive		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32254		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1392882	FERMODYL	
Registration Number:	0843802	FERMODYL	
Registration Number:	1379964	FERMODYL BELGIAN FORMULA MOISTURE RECOVERY	
Registration Number:	1612563	FERMODYL INTERACTIVES	
Registration Number:	2085006	FERMODYL INTERACTIVES ELIXIR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202663800		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	75905-351315		

CH \$140.00 1392882

NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	05/31/2012
Total Attachments: 3 source=Trademark Assignment - FERMODYL marks#page1.tif source=Trademark Assignment - FERMODYL marks#page2.tif source=Trademark Assignment - FERMODYL marks#page3.tif	

TRADEMARK ASSIGNMENT

This Assignment is made as of May 24, 2012 between FERMODYL PROFESSIONALS, INC., a Delaware corporation ("**Assignor**"), and ROUX LABORATORIES, INC., a New York corporation ("**Assignee**").

PREAMBLE

Whereas, Assignor owns or has rights in certain trademarks that are used exclusively by the Business, a list of which trademarks is set forth on Exhibit A (collectively, the "**Trademarks**").

Whereas, Assignee desires to acquire the Marks and registrations thereof.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee, all right, title and interest in and to the Marks, together with the goodwill of the business in which the Marks are used (or that part of the goodwill of the business connected with the use of and symbolized by the Marks) and the Registration numbers thereof.

Therefore, the parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Assignment. Effective as of the date hereof, Assignor hereby assigns, sells and conveys to Assignee all of its rights, title and interest in and to the Trademark, including without limitation any common law rights related to the Trademark throughout the world, any applications and registrations related to the Trademark, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and the right (but not the obligation) to assert the Trademark and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

2. This Assignment: (a) may be amended only by a writing signed by each of the parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) contains the entire agreement of the parties with respect to the assignment of the Trademarks contemplated hereby and supersedes all prior written and oral agreements (except for the Purchase Agreement), and all contemporaneous oral agreements, relating to such transactions; and (d) is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns.

[Signatures on following page]

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

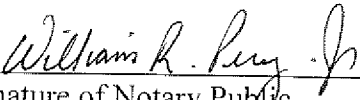
FERMODYL PROFESSIONALS, INC.



Jack Carrothers, Senior Corporate Counsel &
Secretary

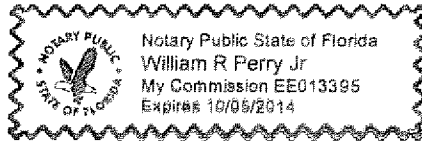
State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 24th day of May, 2012, by Jack Carrothers as Senior Corporate Counsel & Secretary for Fermodyl Professionals, Inc.



Signature of Notary Public

Notarial Seal



Personally Known OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT A
TRADEMARKS

Trademark	Country	Reg.Number
FERMODYL	Canada	TMA163219
FERMODYL INTERACTIVES	Canada	TMA378180
FERMODYL DESIGNING	Canada	TMA345157
FERMODYL INTERACTIVES and Design (Ampoule)	Canada	TMA378181
INTERACTIVES	Canada	TMA261121
FERMODYL	USA	1392882
FERMODYL	USA	843802
FERMODYL BELGIAN FORMULA MOISTURE RECOVERY	USA	1379964
FERMODYL INTERACTIVES	USA	1612563
FERMODYL INTERACTIVES ELIXIR (Stylized)	USA	2085006