

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Filo America		07/23/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mission Series Inc.		
Street Address:	1585 West Mission Blvd.		
City:	Pomona		
State/Country:	CALIFORNIA		
Postal Code:	91766		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5652974	LUXURY ESSENTIALS	
Registration Number:	5661350	PACIFIC	
Registration Number:	5636374	MOMMY AND ME	
Registration Number:	3542569	ROYAL	
CORRESPONDENCE DATA			
Fax Number:	7147362000		
<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:	714-736-2039		
Email:	davidk@kittrich.com		
Correspondent Name:	David E. Koerner		
Address Line 1:	1585 West Mission Blvd.		
Address Line 4:	Pomona, CALIFORNIA 91766		
NAME OF SUBMITTER:	David E. Koerner, Esq.		
SIGNATURE:	//David E. Koerner//		
DATE SIGNED:	01/14/2020		
Total Attachments: 19			
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page1.tif			
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page2.tif			
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page3.tif			

OP \$115.00 5652974

source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page4.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page5.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page6.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page7.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page8.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page9.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page10.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page11.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page12.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page13.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page14.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page15.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page16.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page17.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page18.tif
source=Asset Purchase Agreement - 2019-07-23 Executed by Fred Pourbaba_redacted#page19.tif

ASSET PURCHASE AGREEMENT

This Agreement for Purchase of Assets ("Agreement"), effective July ²³ 2019 ("Effective Date") by and between Mission Series Inc., a Delaware Corporation, whose mailing address is 1585 W. Mission Blvd., Pomona, California 91766 ("Buyer" or "Mission"), Filo America, a California Corporation, whose address is 6560 Bandini Blvd., Commerce, California 90040 ("Seller" or "Filo"), and, solely with respect to Section 6 below, Fred Pourbaba, who as current owner of Seller will provide the transition services set forth in this Agreement ("FP"), each of who is a "Party", and collectively may be referred to as "The Parties. The Parties state as follows:

RECITALS

WHEREAS, Seller owns and operates a business which sells, imports, and/or distributes various health and beauty related products through an established distribution channel; (the "Business"), and;

WHEREAS, Buyer wishes to acquire certain assets of the Business as set forth in this Agreement, and;

WHEREAS, Seller has agreed to sell and the Buyer has agreed to purchase the Purchased Assets as defined in Schedule 1.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the covenants, conditions, stipulations and agreements hereinafter contained, the Parties hereto, intending to be bound, do mutually covenant and agree as follows:

1. Sale of the Purchased Assets; Assumption of the Assumed Contracts.

a. Seller hereby sells, conveys, assigns, and transfers to the Buyer, the assets and all rights associated with those assets, set forth on **Schedule 1** (the "Purchased Assets"), free and clear of any and all liens and encumbrances, except as may be specifically identified in this Agreement, and the Buyer hereby accepts the sale, conveyance, assignment, and transfer of the Purchased Assets and only assumes the Buyer's obligations under the contracts disclosed and listed on **Schedule 1** (the "Assumed Contracts"), which is attached to this Agreement and incorporated by reference.

b. 

c. Seller also hereby sells, conveys, assigns, and transfers to the Buyer, all rights, claims and ownership in any names, tradenames, trademarks, patents or

copyrighted material with respect to the Purchased Assets, and intellectual property (Collectively referred to as "Intellectual Property") owned or controlled by Seller, which shall be listed as Exhibit C to Schedule 1, which is attached to this Agreement and incorporated by reference. If Seller has any reason to believe that any usage of said Intellectual Property is improper, prohibited, unauthorized and/or illegal, Seller shall, prior to the Close, disclose this to Buyer.

d.

[REDACTED]

2. No Other Assumption of Liabilities.

[REDACTED]

3. Purchase Price; Adjustment

The Purchase Price shall be

[REDACTED]

shall be paid as follows:

The Purchase Price

[REDACTED]

[REDACTED]

[REDACTED]

[Handwritten initials]

[REDACTED]

[REDACTED]

4. Geographic Territory.

[REDACTED]

[REDACTED]

5. Representations and Warranties of Seller.

Seller represents and warrants to Buyer, which representations and warranties Buyer is relying upon:

- a. That it can enter into this Agreement freely, has full entity power and authority to do so, and that there are no persons or entities that have any rights, options or ownership interests that could interfere with this Agreement or that would be adverse to Buyer;
- b. That Seller now has and at the time of the Close, will have good and marketable title to all the Purchased Assets, and, unless specifically identified in **Schedule 1** of this Agreement, will have the full right and power to transfer said assets to Buyer, free

and clear of any security interests, liens, claims, options, charges or other encumbrances;

- c. That Seller is not violating any restrictions with respect to its articles of incorporation, corporate bylaws, or any clause, condition, prior agreement, license, law or regulation that Seller may be subject to
- d. That Filo America, is a valid California corporation in good standing with the California Secretary of State, the California Franchise Tax Board, the United States Internal Revenue Service, and any other applicable local, state or federal agency;
- e. That no person or entity has any right or other claim against Seller for any commissions, fees, wages, judgments, settlements or compensation as a finder or broker in connection with the transaction contemplated by this Agreement;
- f. That there are no current, or to Seller's knowledge, pending or contemplated lawsuits either against or initiated by Seller or its owners and/or principals, that there are no planned or contemplated strategic breaches of Agreements with customers or vendors, and that all current vendor accounts are current on credit terms or paid in full. If Buyer, for any reason, is forced or required to pay any obligation of Seller, then Buyer shall receive a credit against any amounts due to Seller under Section 3 above.
- g. [REDACTED]
- h. That Seller either owns or has the express written permission to use the images or statements used on any packaging, marketing, social media accounts (including, without limitation Facebook, Google Plus, LinkedIn, Twitter and YouTube accounts);
- i. That Seller is the owner of all right, title and interest in and to all of the Trademarks or other Intellectual Property, in each case free and clear of any and all encumbrances, covenants, conditions and restrictions or other adverse claims or interests of any kind or nature. Seller has not received any written notice or claim or any oral notice or claim, challenging Seller's complete and exclusive ownership of the Trademarks or any other Intellectual Property included in this Agreement.
- j. That Seller will cooperate in taking any action or executing any document or agreement required to complete all obligations under this Agreement, whether or not such action is specifically referenced in this Agreement.
- k. [REDACTED]



[REDACTED]

- l. That Seller will indemnify, defend, and hold harmless Buyer from and against any financial loss, legal liability, damage, or expense arising from any breach of the above representations and warranties, or any action arising from Seller's conduct prior to the Effective Date.
- m. If required, Seller will license or otherwise provide for Buyer to utilize the Filo America name in furtherance of Buyer being able to fully promote and sell Purchased Assets to specific or particular accounts or channels. Nothing in this Section shall be construed as requiring Seller to relinquish or sell rights to ownership of the Filo America name or corporate entity.

6. Transition Services of FP

[REDACTED]

7. Mutual Representations and Warranties.

The parties hereto mutually warrant and represent to each other that:

- a. There are no agreements which would prohibit either Party from entering into this Agreement and the contents of any certificates or other documents furnished by either Party and attached to this Agreement on their behalf, shall be true and correct;
- b. No representation or warranty made by Seller or Buyer contained in this Agreement contains, or fails to contain and/or state, any material fact that would any statements herein or therein contained misleading or untruthful;
- c. All representations and warranties contained in this Agreement shall survive the Close.

8. Non-Solicitation; Confidentiality.

a. [REDACTED]



[REDACTED]

b.

[REDACTED]

9. Accuracy of Representations and Warranties.

The representations and warranties made by the Seller with respect to this Agreement shall be correct in all material respects on and as of the date of execution with the same force and effect as though such representations and warranties had been made as of the Close.

10. Deliveries on Close.

The "Close" or "Closing" shall be the date mutually agreed upon by the Parties where the transfer of the Purchased Assets as set forth in the Agreement shall occur, along with the following:

a. Deliveries by Seller.

- i. Executed Agreement;
- ii. Executed Bill of Sale conveying the Purchased Assets to Buyer;
- iii. The required consents, if any, of the directors and/or shareholders of the corporation;
- iv. Any of the Purchased Assets not delivered prior to Close;
- v. Assignment or transfer of any and all intellectual property and/or assignments in registrable form, if applicable, of all trademarks and trade names, whether or not registered, patents, copyrights, and other such forms of intellectual property, including all goodwill associated with same, which form part of the Purchased Assets as more fully described in Schedule 1, and;
- vi. Such other documents as are required by this Agreement.

b. Deliveries by Buyer.

- i. Executed Agreement;
- ii. Payment as set forth in the "Purchase Price" section of this Agreement; and,
- iii. Such other documents as are required by this Agreement.

11. Risk and Insurance.

[REDACTED]

12. Parties in Interest.

[REDACTED]

13. Expenses.

[REDACTED]

14. Amendment and Waiver.

[REDACTED]

15. Choice of Law/Venue.

[REDACTED]

16. Section and Other Headings.

Section, paragraph, and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. Counterpart Execution.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A facsimile signature shall have the same effect as an original.

18. Gender and Number.

All personal pronouns used in this Agreement shall include the other genders whether used in the masculine or feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Indemnification.

[REDACTED]

20. Attorney's Fees.

[REDACTED]

21. No Construction Against Preparer.

[REDACTED]

22. Severability.

In the event any of the clauses or covenants contained in this Agreement are construed to be invalid or unenforceable, the same shall not affect the remainder of the clause or clauses, covenant or covenants, which shall be given full effect without regard to the invalid portion.

23. Integrated Agreement.

This Agreement, including all documents referenced herein and to be delivered pursuant hereto, constitutes the entire Agreement between the Parties and there are no

Agreements, understandings, restrictions, warranties, or representations between the Parties other than those set forth herein or herein provided for.

24. Survival of Representations and Warranties.

The representations and warranties contained in and made pursuant to this Agreement shall survive the Closing.

25. Cooperation.

[REDACTED]

26. Arbitration of Disputes.

[REDACTED]

27. Notice.

[REDACTED]

Mission Series Inc.
1585 W. Mission Blvd.
Pomona, CA 91766
Attn: Robert Friedland
E-Mail Address: robertf@kittrich.com

Filo America
6560 Bandini Blvd.
Commerce, CA 90040
Attn: Fred Pourbaba
E-Mail Address: fred@filoamerica.com

Fred Pourbaba
6560 Bandini Blvd.
Commerce, CA 90040
E-mail Address: fred@filoamerica.com

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

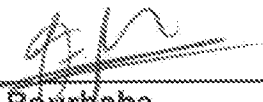
Buyer:
Mission Series Inc.

Seller:
Filo America

By: _____
Robert Friedland
President

By: _____

Fred Pourbaba
President

By: _____

Fred Pourbaba
Individually, solely with
respect to Section 6

SCHEDULE 1

Purchased Assets.

"Purchased Assets" means all of the assets of the Seller used or useful in the operation of the Business, including the following assets, but specifically excluding the Excluded Assets:

a. [REDACTED]

b. [REDACTED]

c. all trade names, and associated goodwill, and all copyrights, patents, trademarks, trade secrets, and other intellectual property, including but not limited to plans, research and development of products, both current and contemplated and developed by or on behalf of Seller for use or distribution in the Territory, as listed in Exhibit C to this Schedule 1;

Excluded Assets.

[REDACTED]

Assumed Contracts.

[REDACTED]

EXHIBIT A to SCHEDULE 1

Books, records, lists of customers, distributors and vendors

[REDACTED]

[Handwritten initials]

EXHIBIT B to SCHEDULE 1

Inventory

Inventory and Product Items:

[REDACTED]

Royal Antiseptic Mouth Rinse Peppermint 16.9 oz
Royal Antiseptic Mouth Rinse Green Mint 16.9 oz
Royal Antiseptic Mouth Rinse Amber 16.9 oz
Royal Whitening Pre-Brush Rinse Cool Mint 16.9 oz
Royal Mouthwash 1 Liter (33.8 oz) Original Mint
Royal Dandruff Shampoo Dry Scalp Care 10 oz.
Royal Dandruff Shampoo Damaged Hair 10 oz.
Royal Baby Shampoo 15 oz.
Royal Baby Lotion 12 oz
Royal Petroleum Jelly in Tube 7 oz
Pacific Regular Shave Cream 14 oz
Royal Creamy Petroleum Jelly Cocoa Scent 7 Oz
Royal Black Soap with Shea Butter 3.5 oz
Elite Essentials Bath Brush
Elite Essentials Pedi-Paddle 4-Step
Royal Lubricating Moisturizing Lotion w/Vitamin E 15 oz
Royal Bath Soak Lavender Scented Epsom Salt 16 oz
Royal Foot Soak Spearmint and Menthol Scented Epsom Salt 16 Oz
Royal Sore Muscle and Back Soak Eucalyptus Scented Epsom Salt 16 oz.
Elite Essentials Nail Clipper Vanity Pack Oval
Basic Essentials Deep Cleaning Astringent 10 oz
Basic Essentials Oil Free Acne Wash 6 oz.
Basic Essentials Foaming Facial Wash 6.78 oz

EXHIBIT B, continued

Elite Essentials Deep Pore Cream Cleanser 7 oz.
Basic Essentials Beauty Lotion 6 fl oz
Virx Hand Sanitizer with Pump 8 oz.
Elite Essentials 3 Piece Travel Kit
Royal Blue Toilet Bowl Cleaner 5.3 oz. 3 Count
Royal Oxi Multi Purpose Stain Remover Cleaner 14 oz.
Royal Odor Absorbing Crisp Linen Scented Gel 14 oz.
Royal Odor Absorbing Citrus Melody Scented Gel 14 oz.
Pacific Triple Blade 6 Count Disposable Razor for Men
Pacific Triple Blade 6 Count Disposable Razor for Women
Pacific 3 Blade Disposable Razor for Women 4 count
Pacific Five Blade 3 Count Disposable Razor w/Trimmer for Men
Pacific Four Blade 3 Count Disposable Razor for Women
Pacific Five Blade 3 Count Disposable Razor for Women
Royal Dandruff Shampoo Dry Scalp Care 10 oz.
Royal Dandruff Shampoo Damaged Hair 10 oz.
Royal Beauty Bar Soap 2 Ct. 8.5 oz
Royal Lubricating Moisturizing Lotion w/Cocoa & Shea Butter 15 oz.
Royal Hand Soap with Pump 16.9 oz with Shelf Display
Pacific Sensitive Skin Shaving Gel 7 oz
Elite Essentials Facial Cleansing Power Brush

Elite Essentials Dual Sided Facial Brush 4 displays of 12 brushes each display
Elite Essentials Dual Sided Facial Brush 4 displays of 12 brushes each display
Elite Essentials Shaping Mousse Super Hold 7 oz
Elite Essentials Extra Hold Hair Spray 8 oz
Elite Essentials Argan Oil Hair Heat Defense Leave in Spray 5 oz C/P 12
Elite Essentials Argan Oil Hair Mask 7.43 oz
Elite Essentials Argan Oil shampoo & Conditioner 12 oz.
Basic Essentials Super Hold Hair Mousse 7oz.
Basic Essentials Super Hold Hair Spray 8oz.
Elite Essentials Coconut Oil Shampoo & Conditioner 12 oz.
Sound Body Facial Brush
Sound Body Facial Replacement Brush
Sound Body Clementine Strawberry Shaving Gel for Women 7 oz.
Loreal Paris Assorted Hair Color

EXHIBIT B, continued

Luxury Essentials Fresh Dry Shampoo 4.9 oz.
Luxury Essentials Original Dry Shampoo 4.9 oz.
Elite Essentials Facial Cleansing Charcoal Infused Power Brush
Display: Elite Essentials Argan, Keratin, Coconut and Macadamia Oil Hair Mask
Basic Essentials Super Hold Hair Spray 8oz.
Basic Essentials Super Hold Hair Mousse 7oz.
Elite Essentials Facial Cleansing Power Brush in Metallic Silver
Elite Essentials Charcoal Infused Replacement Brush Heads 2 count
Pacific Triple Blade 6 Count Disposable Razor for Men
Pacific Triple Blade 6 Count Disposable Razor for Women
Sound Body Aloe Enriched Shave Cream 11 oz C/P 12
Sound Body Sensitive Skin Shave Gel 7 oz C/P 12
Pacific Twin Blade Rubber Handle 14 ct Disposable Razor for Men
Pacific Twin Blade Rubber Handle 14 Ct Disposable Razor for Women
Elite Essentials Facial Cleansing Power Brush
Elite Essentials Replacement Brush Heads 2 count
Black Onyx Edge Control
Black Onyx Shampoo
Black Onyx Conditioner
Black Onyx Detangler
Anti-Breakage Hair Serum
Razor Protector

Modesa 50 Count plastic swabs
Luxury Essentials African Black Soap 8 oz
Luxury Essentials Shea Butter Soap 8 oz
Modesa 100 Count Triple Size Cotton Balls
Modesa 80 Count Cotton Rounds
Family Dollar Pocket Tissue
Display Modesa Cotton Blue Plastic Swab 500 ct.
Display Modesa Cotton Blue Plastic Swab (Canister) 300 ct.
Luxury Essentials Liquid Hand Soap Spring Shower 11.25 oz.
Luxury Essentials Liquid Hand Soap Spring Shower 11.25 oz.
Luxury Essentials Liquid Hand Soap Pomegranate and Mango 11.25 oz.

EXHIBIT B, continued

Luxury Essentials Liquid Hand Soap Pomegranate and Mango 11.25 oz.
Luxury Essentials Liquid Hand Soap Coconut and Hibiscus 11.25 oz.
Luxury Essentials Liquid Hand Soap Coconut and Hibiscus 11.25 oz.
Luxury Essentials Liquid Hand Soap Shea Butter 11.25 oz.
Luxury Essentials Liquid Hand Soap Shea Butter 11.25 oz.
Luxury Essentials Liquid Hand Soap Shea Butter 40oz. Refill
Luxury Essentials Liquid Hand Soap Spring Shower Refill 40 oz.
Display Modesa Cotton Blue Plastic Swab Applicators 75 ct.
Royal Advanced Paper Stick Cotton Swabs 300 Count
Razor Protector
Modesa 2IN1 Dandruff Classical 23.7 oz
Modesa Dandruff 2IN1 Shampoo Dry Scalp 13.5 oz
Modesa Dandruff 2N1 Shampoo 13.5 oz
Modesa Dandruff 2N1 Shampoo Clean Apple 13.5 oz
Modesa Everyday Clean Shampoo 13.5 oz

Pacific 64oz Liquid Hand Soap w/ 8 oz. Hand Soap
Virx Instant Hand Sanitizer Original, Lavender and Aloe Vera with Clip 2 pack 2 oz. C/P: 24
Royal Antibacterial Hand Soap with Pump 16.9 oz with Shelf Display C/P:12
Elite Essentials Deep Pore Cream Cleanser 7 oz.
Elite Essentials Argan Oil Hydrating Styling Hair Cream 4 oz.
Basic Essentials Body Oils 4 oz.; Almond, Avocado and Coconut
Luxury Essentials Hand Cream 3 Pack Set of 2 oz. each tube; Coconut, Avoca...
Display: Luxury Essentials Kids Bath Sponges - Unicorn, Chicken and Panda
Pacific Triple Blade 6 Count Disposable Razor for Men
Pacific Triple Blade 6 Count Disposable Razor for Women
Smart Sense Paper Stick Cotton Swabs 500 count
Pacific 4 Blade Disposable Razor 4 Count for Women
Pacific 4 Blade Disposable Razors 4 Count for Men
Royal 500 Count Cotton Swabs Paper Sticks
Pacific Twin Blade Rubber Handle 14 ct Disposable Razor for Men
Pacific Twin Blade Rubber Handle 14 Ct Disposable Razor for Women

EXHIBIT B, continued

Royal 70 Count Super Jumbo Cotton Balls
Elite Essentials Facial Cleansing Power Brush
Royal 50 Count Hydro Square Cotton Pads
Royal Advanced Paper Stick Cotton Swabs 300 Count
Amoray Care 100 Count Round Pad
Royal Alcohol Cleansing Pads 100 Count
Virx Instant Hand Sanitizer Original, Lavender and Aloe Vera with Clip 2 pack 2 oz. 12/24
Royal Hand Soap with Pump 16.9 oz with Shelf Display
Royal 100 Count Round Cotton Pads
Royal 80 Count Round Cotton Pads
Royal 300 Count Cotton Swabs Paper Sticks
Royal 100 Count Jumbo Cotton Balls
Sound Body 300 Count Jumbo Cotton Balls
Sound Body 500 Count Paper Stick Cotton Swabs
Royal Advanced Paper Stick Cotton Swabs 300 Count
Sound Body 100 Count Spunlace Round Pads
Sound Body 300 Count Cotton Swab, Wood Sticks
Luxury Essentials Black Bar Soap with Shea Butter 8 oz. C/P 24
Luxury Essentials Shea Butter Bar Soap 8 oz. C/P 24
Elite Essentials Nourishing Hair Treatment 3 oz.
Elite Essentials Anti-Breakage Hair Serum 4 oz.
Royal Bamboo Sticks 500 count

Best Choice Petroleum Jelly 13 oz.
Best Choice Baby Lotion 15 oz.
Best Choice Vapor Bath 15 oz.
Best Choice Baby Wash 15 oz.
Best Choice Baby Wash 15 oz.
Best Choice Gold Bar Soap 3.5 oz. 3 Count
Best Choice Spring Fresh Bar Soap 3.5 oz. 3 Count
Best Choice 300 Count Color Plastic Swabs
Best Choice Double Tipped Plastic Stick Swabs 2x50 count
Best Choice Hair Detangler 10 oz.
Best Choice 100 Count Alcohol Swabs
Best Choice 80 Count Safety Swabs

EXHIBIT B, continued

Best Choice 80 Count Safety Swabs

Best Choice Baby Oil 14 oz.

Best Choice Sensitive Skin Beauty Bar Soap 4 oz 2
Count

Best Choice Pocket Tissues 3-Ply 3 Pack: 21x21cm

Best Choice 300 Count Cotton Swab, Wood Sticks

Best Choice Baby Shampoo 15 oz.

Best Choice Baby Shampoo 15 oz.

Best Choice Moisturizing Beauty Bar Soap 4 oz. 2
Count

Best Choice Petroleum Jelly 3.75 oz. C/P:24

EXHIBIT C to SCHEDULE 1

Intellectual Property and Purchased Assets Described in Schedule 1, Purchased Assets category (c)

Full list to be provided by Seller prior to or contemporaneously with the Close, but must include all applicable information and details pertaining to any intellectual property, patents, trademarks, or trade names related to the sales and promotion in the Territory of all products being acquired, whether HBA, HBC or otherwise. This includes, but is not limited to:

All trade names, and associated goodwill, and all copyrights, patents, trademarks, trade secrets, and other intellectual property, including but not limited to plans, research and development of products, both current and contemplated and developed by or on behalf of Seller in connection with products sold or to be sold in the Territory, including, but not limited to, the following brands:

1. Royal (Trademark Reg. No. 3,542,569)
2. Pacific (Trademark Reg. No. 3,397,983)
3. Virx (Trademark Reg. No. 3,397,984)
4. Luxury Essentials (Trademark Reg. No. 5,652,974)
5. Basic Essentials
6. Elite Essentials
7. Black Onyx
8. Ear Swab/Cleaner Patent

Seller shall have a limited, non-exclusive right to use trademarks in regions outside the Territory, in 99 Only stores in the Territory, and in Puerto Rico during the transitional period that Seller establishes its new brands, trade names and trademarks. This period shall not exceed six (6) months after the Effective Date unless mutually agreed otherwise.