

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
Aplicare, Inc.		02/08/2012	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	The Clorox Company
Street Address:	1221 Broadway
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3397049	APLICARE
Registration Number:	3017931	APLICARE
Registration Number:	3085520	APLICARE
Registration Number:	1311964	APLICARE
Registration Number:	1311965	APLICARE
Registration Number:	3233034	APLICARE ADVANTAGE
Registration Number:	3233052	APLICARE ADVANTAGE
Registration Number:	3009518	EXCELAP
Registration Number:	3461141	ISOPROPYL ALCOHOL EXCELAP POVIDONE-IODINE
Registration Number:	1130215	LACROSSE
Registration Number:	1089021	OPERAND

CORRESPONDENCE DATA

Fax Number:	(510)271-1652
Email:	trademarks@clorox.com

CH \$290.00 3397049

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: The Clorox Company
Address Line 1: 1221 Broadway
Address Line 4: Oakland, CALIFORNIA 94612

ATTORNEY DOCKET NUMBER:	TM/APLICARE ASSIGNMENT
NAME OF SUBMITTER:	Adam C. Brink
Signature:	/adam c brink/
Date:	03/01/2012

Total Attachments: 2
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Trademark Assignment Agreement

This Trademark Assignment is made and entered into as of February 8, 2012 (this "Trademark Assignment"), by and between Apicare, Inc., a Connecticut corporation ("Assignor") and The Clorox Company, a Delaware corporation ("Assignee").

RECITALS

WHEREAS, under the terms of that certain Share Purchase Agreement dated as of December 4, 2011 by and between Assignor and The Clorox Company, a Delaware corporation, Assignor is a wholly owned subsidiary of The Clorox Company. Assignor owns the entire right, title and interest in and to all of the trademarks and services marks in the United States and other jurisdictions set forth in the table below, together with the common law rights and goodwill associated therewith, and the applications and registrations therefor.

Trademark	Jurisdiction	Status	Reg. No.	App. No.	Reg./App. Date
APLICARE	US	Registered	3397049		March 18, 2008
APLICARE	US	Registered	3017931		November 22, 2005
APLICARE	US	Registered	3085520		April 25, 2008
APLICARE	US	Registered	1311964		January 1, 1985
APLICARE (Stylized)	US	Registered	1311965		January 1, 1985
APLICARE ADVANTAGE	US	Registered	3233034		April 24, 2007
APLICARE ADVANTAGE & Design	US	Registered	3233052		April 24, 2007
EXCELAP (Stylized)	US	Registered	3009518		October 25, 2005
EXCELAP & Design	US	Registered	3461141		July 8, 2008
LACROSSE	US	Registered	1130215		February 5, 1980
OPERANO	US	Registered	1089021		April 11, 1978
APLICARE	European Community	Registered	930228		November 15, 2006
APLICARE	Madrid Protocol	Registered	930228		November 15, 2006
APLICARE	Canada	Registered	740714		May 25, 2008
APLICARE	Taiwan	Registered	1459584		May 16, 2011
APLICARE	Mexico	Registered	1194195		December 13, 2010
APLICARE	Argentina	Pending		3031879	September 17, 2010
APLICARE	Argentina	Pending		3031880	September 17, 2010
APLICARE (Chinese characters)	Taiwan	Pending		099054525	November 2, 2010
APLICARE	China	Pending		A006426	March 3, 2011

WHEREAS, Pursuant to that certain Apicare, Inc. Written Consent of Sole Director document dated as of February 8, 2012, Assignor, through its Board of Representatives, resolved to transfer to Assignee all of Assignor's rights, title and interest in and to the trademarks and service marks set forth in the table above, together with the common law rights and goodwill associated therewith and the registrations therefor; and

WHEREAS, Assignee desires to assume and receive from Assignor the trademarks and service marks set forth in the table above, together with the common law rights and goodwill associated therewith and the registrations therefor.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire right, title and interest in and to the trademarks and service marks set forth in the table above, together with the common law rights and goodwill associated therewith and the registrations therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "Trademarks").

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR
Aplicare, Inc.

By: _____

Name: Charles R. Conradi

Title: V.P. - Treasurer

ASSIGNEE
The Clorox Company

By: _____

Name: Charles R. Conradi

Title: V.P. - Tax and Treasurer