

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321112

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C. B. Fleet Company, Incorporated		10/24/2014	CORPORATION: VIRGINIA
C.B. Fleet Investment Corporation		10/24/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GCI Capital Markets LLC, as Agent
Street Address:	666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 100

Property Type	Number	Word Mark
Registration Number:	4585925	ALOE LOVE
Registration Number:	4599005	BOUDREAUX'S BUTT PASTE SAVE THE TUSHIES
Registration Number:	4614741	HAIL TO THE V
Registration Number:	4622074	HAIL TO THE V
Registration Number:	4585881	PHAZYME
Registration Number:	4588962	TAKE PHAZYME...AND THE GAS IS GONE
Registration Number:	0279063	NORFORMS
Registration Number:	0315096	PHOSPHO-SODA
Registration Number:	0315097	FLEET
Registration Number:	0590569	FLEET ENEMA
Registration Number:	0722166	PHAZYME
Registration Number:	0827120	FLEET
Registration Number:	0916874	NORFORMS
Registration Number:	0973790	SUMMER'S EVE
Registration Number:	0986059	FLEET BAGENEMA
Registration Number:	1023071	COMFORTIP
Registration Number:	1411982	NATRASAL
Registration Number:	1436171	FLEET

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1501867	FLEET
Registration Number:	1519502	SUMMER'S EVE
Registration Number:	1540013	SUMMER'S EVE
Registration Number:	1801840	FLEET BABYLAX
Registration Number:	1865559	FLEET
Registration Number:	2011139	SOF-LAX
Registration Number:	2017844	
Registration Number:	2160953	ULTRA
Registration Number:	2185922	SUMMER'S EVE
Registration Number:	2187674	NEUTRESSE
Registration Number:	2331647	BOUDREAUX'S BUTT PASTE
Registration Number:	2334996	BOUDREAUX'S BUTT PASTE
Registration Number:	2448278	SERIOUS MEDICINE FOR SERIOUS GAS
Registration Number:	2515891	ENEMAN
Registration Number:	2855210	PHAZYME
Registration Number:	2867909	PHAZYME
Registration Number:	2928632	COMFORTIP
Registration Number:	2929498	FLEET ENEMA EXTRA
Registration Number:	2929499	FLEET ENEMA EXTRA
Registration Number:	2955477	ISLAND SPLASH
Registration Number:	2992997	NEW FRESHNESS
Registration Number:	3007163	ULTRA
Registration Number:	3063429	SUMMER'S EVE
Registration Number:	3063430	SUMMER'S EVE
Registration Number:	3099716	THE MOST TRUSTED NAME IN LAXATIVES
Registration Number:	3160996	EASY SQUEEZE
Registration Number:	3175530	ISLAND ESCAPE
Registration Number:	3181960	TROPICAL RAIN
Registration Number:	3188288	SWEET ROMANCE
Registration Number:	3244787	NEUTRESSE
Registration Number:	3316073	BOUDREAUX'S
Registration Number:	3346248	COTTON BREEZE
Registration Number:	3353143	BOUDREAUX'S BABY BUTT SMOOTH
Registration Number:	3353144	BOUDREAUX'S BABY KISSES
Registration Number:	3390179	NEUTRESSE
Registration Number:	3445751	PEDIA-LAX
Registration Number:	3445753	
Registration Number:	3451494	FLEET LABORATORIES
Registration Number:	3458957	BOUDREAUX'S BUTT BATH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3481067	PREP-U COLONUS CLEANSIUS FORTIUS
Registration Number:	3489815	SHEER FLORAL
Registration Number:	3494001	PHOSPHO-SODA EZ-PREP
Registration Number:	3494407	FLEET
Registration Number:	3559379	FLEET
Registration Number:	3574549	
Registration Number:	3581711	DELICATE BLOSSOM
Registration Number:	3639392	FLEET
Registration Number:	3639393	FLEET
Registration Number:	3639394	FLEET
Registration Number:	3690580	FLEET
Registration Number:	3703128	PEDIA-LAX
Registration Number:	3729310	MORNING PARADISE
Registration Number:	3737697	SPORTY FRESH
Registration Number:	3768345	TROPICAL SPLASH
Registration Number:	3823217	NEW FRESHNESS
Registration Number:	3865857	TROPICAL EVENING
Registration Number:	3868681	SUPREME
Registration Number:	4068424	NATURALLY NORMAL
Registration Number:	4071548	
Registration Number:	4071549	S E
Registration Number:	4071550	S E
Registration Number:	4071552	SUMMER'S EVE
Registration Number:	4071554	
Registration Number:	4176505	ID THE V
Registration Number:	4176598	TO KNOW IT IS TO LOVE IT
Registration Number:	4176612	ID THE V TO KNOW IT IS TO LOVE IT.
Registration Number:	4222799	ID THE V
Registration Number:	4223020	PROBIOTIC YUMS
Registration Number:	4226801	ID THE V TO KNOW IT IS TO LOVE IT
Registration Number:	4247530	HAIL TO THE V
Registration Number:	4332042	PEDIA LAX PROBIOTIC YUMS
Registration Number:	4332614	PEDIA LAX
Registration Number:	4332615	PEDIA LAX
Registration Number:	4448799	CAN OF WHOOP RASH
Registration Number:	4476233	BOUDREAUX'S BUTT PASTE DIAPER DUTY DECIS
Registration Number:	4495655	BOUDREAUX'S BUTT BLOCK
Registration Number:	4506060	LET'S KICK SOME RASH
Serial Number:	85215399	HAIL TO THE V

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86088256	TAHITIAN SUNSET
Serial Number:	86172335	THE MOST TRUSTED NAME IN LAXATIVES
Serial Number:	86390626	FLEET
Serial Number:	86390440	

CORRESPONDENCE DATA

Fax Number: 3125774565
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.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-131
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	10/24/2014

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of this 24th of October, 2014 by **C. B. FLEET COMPANY, INCORPORATED**, a Virginia corporation (“CB Fleet”), **C.B. FLEET INVESTMENT CORPORATION**, a Delaware corporation (“CB Investment”, and together with CB Fleet, collectively, the “Grantors” and each individually a “Grantor”), in favor of **GCI CAPITAL MARKETS LLC**, in its capacity as administrative agent and collateral agent (“Agent”), for the financial institutions (collectively, the “Lenders”) which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, the Grantors, the other Guarantors party thereto (collectively with the Grantors, each a “Loan Party” and collectively, the “Loan Parties”), Lenders, Agent, and GCI Capital Markets LLC, as sole lead arranger and sole book runner, are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, amended and restated, supplemented or modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to the Borrowers by Agent and Lenders;

WHEREAS, Loan Parties have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Loan Parties including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors’ trademarks, patents, copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders are granted in conjunction with the rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks, Patents and Copyrights (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks, the Patents and the Copyrights) with or without judicial process upon the occurrence of an Event of Default that is continuing. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event of a conflict between the terms of this Agreement and the Loan Agreement, the Loan Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit

and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark registration and trademark application listed on Schedule I annexed hereto, each patent listed on Schedule II and each copyright listed on Schedule III (such trademarks, patents and copyrights referred to as the "Trademarks", "Patents," and "Copyrights" respectfully), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark; but (for the avoidance of doubt) excluding the Excluded Collateral.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or encumber its rights and interest in the Trademarks, Patents or Copyrights without prior written consent of Agent except to the extent otherwise permitted pursuant to the Loan Agreement.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement that is continuing, each Grantor hereby covenants and agrees that Agent, for the benefit of Lenders and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, provided that the Agent shall not assign or otherwise dispose of any Trademark owned by any Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other rights or remedies provided for herein or otherwise provided

by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent, any Lender or their respective permitted successors and assigns.

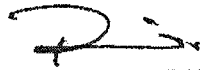
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

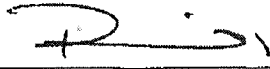
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

C. B. FLEET COMPANY, INCORPORATED

By: 
Name: Robert A. Lemon, Jr.
Title: Chief Financial Officer

C.B. FLEET INVESTMENT CORPORATION

By: 
Name: Robert A. Lemon, Jr.
Title: Treasurer

Agreed and Accepted,

GCI CAPITAL MARKETS LLC,
as Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

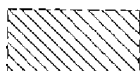
SCHEDULE I

TRADEMARK REGISTRATIONS & APPLICATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
C. B. Fleet Company, Incorporated	ALOE LOVE	U.S. Federal	86037559	14-Aug-2013	4585925	12-Aug-2014
C. B. Fleet Company, Incorporated	BOUDREAUX'S BUTT PASTE SAVE THE TUSHIES	U.S. Federal	86975429	12-Sep-2013	4599005	2-Sep-2014
C.B. Fleet Investment Corporation	HAIL TO THE V	U.S. Federal	85982085	10-Jun-2011	4614741	30-Sep-2014
C.B. Fleet Investment Corporation	HAIL TO THE V	U.S. Federal	85981968	11-Jan-2011	4622074	14-Oct-2014
C.B. Fleet Investment Corporation	HAIL TO THE V	U.S. Federal	85215399	11-Jan-2011		
C. B. Fleet Company, Incorporated	PHAZYME	U.S. Federal	86021791	28-Jul-2013	4585881	12-Aug-2014
C. B. Fleet Company, Incorporated	TAHITIAN SUNSET	U.S. Federal	86088256	10-Oct-2013		
C. B. Fleet Company, Incorporated	TAKE PHAZYME...AND THE GAS IS GONE	U.S. Federal	86245459	08-Apr-2014	4588962	19-Aug-2014
C. B. Fleet Company, Incorporated	THE MOST TRUSTED NAME IN LAXATIVES	U.S. Federal	86172335	22-Jan-2014		
C.B. Fleet Investment Corporation	NORFORMS	U.S. Federal	71305413	06-Sep-1930	0279063	06-Jan-1931
C.B. Fleet Investment Corporation	PHOSPHO-SODA	U.S. Federal	71337671	10-May-1933	0315096	17-Jul-1934
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	71337670	10-May-1933	0315097	17-Jul-1934


<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
C. B. Fleet Company, Incorporated	FLEET ENEMA	U.S. Federal	71653004	10-Sep-1953	0590569	01-Jun-1954
C. B. Fleet Company, Inc.	PHAZYME	U.S. Federal	72116259	22-Mar-1961	0722166	03-Oct-1961
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	72252238	12-Aug-1966	0827120	11-Apr-1967
C.B. Fleet Investment Corporation	NORFORMS	U.S. Federal	72364474	06-Jul-1970	0916874	20-Jul-1971
C. B. Fleet Company, Incorporated	SUMMER'S EVE	U.S. Federal	72407648	15-Nov-1971	0973790	27-Nov-1973
C. B. Fleet Company, Incorporated	FLEET BAGENEMA	U.S. Federal	72454367	12-Apr-1973	0986059	11-Jun-1974
C.B. Fleet Investment Corporation	COMFORTIP	U.S. Federal	73032866	24-Sep-1974	1023071	21-Oct-1975
C.B. Fleet Investment Corporation	NATRASAL	U.S. Federal	73586230	05-Mar-1986	1411982	07-Oct-1986
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	73583915	20-Feb-1986	1436171	14-Apr-1987
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	73693817	05-Nov-1987	1501867	30-Aug-1988
C. B. Fleet Company, Incorporated	SUMMER'S EVE	U.S. Federal	73725440	29-Apr-1988	1519502	10-Jan-1989
C. B. Fleet Company, Incorporated	SUMMER'S EVE	U.S. Federal	73760021	26-Oct-1988	1540013	23-May-1989
C. B. Fleet Company, Incorporated	FLEET BABYLAX	U.S. Federal	74366569	10-Mar-1993	1801840	02-Nov-1993
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	74480551	19-Jan-1994	1865559	06-Dec-1994
C.B. Fleet Investment Corporation	SOF-LAX	U.S. Federal	74667394	28-Apr-1995	2011139	22-Oct-1996
C.B. Fleet Investment	Design Only	U.S. Federal	75040013	04-Jan-1996	2017844	19-Nov-1996

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TRADEMARK
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<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration n #</u>	<u>Registration Date</u>
Corporation						
C.B. Fleet Investment Corporation	ULTRA	U.S. Federal	75175227	01-Oct-1996	2160953	26-May-1998
C. B. Fleet Company, Incorporated	SUMMER'S EVE	U.S. Federal	75338374	11-Aug-1997	2185922	01-Sep-1998
C.B. Fleet Investment Corporation	NEUTRESSE	U.S. Federal	75338159	08-Aug-1997	2187674	08-Sep-1998
C. B. Fleet Company, Incorporated	BOUDREAUX'S BUTT PASTE	U.S. Federal	75591399	09-Nov-1998	2331647	21-Mar-2000
C. B. Fleet Company, Incorporated	BOUDREAUX'S BUTT PASTE	U.S. Federal	75591397	09-Nov-1998	2334996	28-Mar-2000
C. B. Fleet Company, Inc.	SERIOUS MEDICINE FOR SERIOUS GAS	U.S. Federal	75686093	19-Apr-1999	2448278	01-May-2001
C.B. Fleet Investment Corporation	ENEMAN	U.S. Federal	75900434	19-Jan-2000	2515891	04-Dec-2001
C. B. Fleet Company, Inc.	PHAZYME	U.S. Federal	78192505	09-Dec-2002	2855210	15-Jun-2004
C. B. Fleet Company, Inc.	PHAZYME	U.S. Federal	78192497	09-Dec-2002	2867909	27-Jul-2004
C. B. Fleet Company, Incorporated	COMFORTIP	U.S. Federal	76579737	08-Mar-2004	2928632	01-Mar-2005
C. B. Fleet Company, Incorporated	FLEET ENEMA EXTRA	U.S. Federal	76555326	27-Oct-2003	2929498	01-Mar-2005
C. B. Fleet Company, Incorporated	FLEET ENEMA EXTRA	U.S. Federal	76555327	27-Oct-2003	2929499	01-Mar-2005
C.B. Fleet Investment Corporation	ISLAND SPLASH	U.S. Federal	76977417	25-Jun-2002	2955477	24-May-2005
C.B. Fleet Investment Corporation	NEW FRESHNESS	U.S. Federal	76977344	22-Dec-2000	2992997	06-Sep-2005
C.B. Fleet Investment Corporation	ULTRA	U.S. Federal	76608544	25-Aug-2004	3007163	18-Oct-2005
C. B. Fleet Company,	SUMMER'S EVE	U.S. Federal	78583572	09-Mar-2005	3063429	28-Feb-2006

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration n #</u>	<u>Registration Date</u>
Incorporated						
C. B. Fleet Company, Incorporated	SUMMER'S EVE	U.S. Federal	78583587	09-Mar-2005	3063430	28-Feb-2006
C. B. Fleet Company, Incorporated	THE MOST TRUSTED NAME IN LAXATIVES	U.S. Federal	76605799	06-Aug-2004	3099716	06-Jun-2006
C. B. Fleet Company, Incorporated	EASY SQUEEZE	U.S. Federal	76605797	06-Aug-2004	3160996	17-Oct-2006
C. B. Fleet Company, Incorporated	ISLAND ESCAPE	U.S. Federal	78681495	29-Jul-2005	3175530	21-Nov-2006
C. B. Fleet Company, Incorporated	TROPICAL RAIN	U.S. Federal	78688287	09-Aug-2005	3181960	05-Dec-2006
C. B. Fleet Company, Incorporated	SWEET ROMANCE	U.S. Federal	78977694	24-Aug-2005	3188288	19-Dec-2006
C. B. Fleet Company, Incorporated	NEUTRESSE	U.S. Federal	78932534	19-Jul-2006	3244787	22-May-2007
C. B. Fleet Company, Incorporated	BOUDREAUX'S	U.S. Federal	77075734	04-Jan-2007	3316073	23-Oct-2007
C. B. Fleet Company, Incorporated	COTTON BREEZE	U.S. Federal	78931552	18-Jul-2006	3346248	27-Nov-2007
C. B. Fleet Company, Incorporated	BOUDREAUX'S BABY BUTT SMOOTH	U.S. Federal	77121229	02-Mar-2007	3353143	11-Dec-2007
C. B. Fleet Company, Incorporated	BOUDREAUX'S BABY KISSES	U.S. Federal	77121281	02-Mar-2007	3353144	11-Dec-2007
C.B. Fleet Investment Corporation	NEUTRESSE	U.S. Federal	78932552	19-Jul-2006	3390179	26-Feb-2008
C.B. Fleet Investment Corporation	PEDIA-LAX	U.S. Federal	77020424	13-Oct-2006	3445751	10-Jun-2008
C.B. Fleet Investment Corporation	Design Only 	U.S. Federal	77022464	17-Oct-2006	3445753	10-Jun-2008

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<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration n #</u>	<u>Registration Date</u>
C. B. Fleet Company, Incorporated	FLEET LABORATORIES	U.S. Federal	78980190	02-May-2005	3451494	17-Jun-2008
C. B. Fleet Company, Incorporated	BOUDREAUX'S BUTT BATH	U.S. Federal	77121373	02-Mar-2007	3458957	01-Jul-2008
C.B. Fleet Investment Corporation	PREP U COLONUS CLEANSIUS FORTIUS	U.S. Federal	76617313	20-Oct-2004	3481067	05-Aug-2008
C.B. Fleet Investment Corporation	SHEER FLORAL	U.S. Federal	77214657	25-Jun-2007	3489815	19-Aug-2008
C.B. Fleet Investment Corporation	PHOSPHO-SODA EZ-PREP	U.S. Federal	78830826	07-Mar-2006	3494001	26-Aug-2008
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	76680921	20-Aug-2007	3494407	02-Sep-2008
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	76680920	20-Aug-2007	3559379	13-Jan-2009
C.B. Fleet Investment Corporation	Design Only 	U.S. Federal	77188080	23-May-2007	3574549	17-Feb-2009
C.B. Fleet Investment Corporation	DELICATE BLOSSOM	U.S. Federal	78708988	08-Sep-2005	3581711	24-Feb-2009
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	77619602	21-Nov-2008	3639392	16-Jun-2009
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	77619623	21-Nov-2008	3639393	16-Jun-2009

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration n #</u>	<u>Registration Date</u>
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	77619632	21-Nov-2008	3639394	16-Jun-2009
C. B. Fleet Company, Incorporated	FLEET	U.S. Federal	77670383	13-Feb-2009	3690580	29-Sep-2009
C.B. Fleet Investment Corporation	PEDIA-LAX	U.S. Federal	77564740	08-Sep-2008	3703128	27-Oct-2009
C.B. Fleet Investment Corporation	MORNING PARADISE	U.S. Federal	77484961	28-May-2008	3729310	22-Dec-2009
C.B. Fleet Investment Corporation	SPORTY FRESH	U.S. Federal	77481483	22-May-2008	3737697	12-Jan-2010
C.B. Fleet Investment Corporation	TROPICAL SPLASH	U.S. Federal	77496313	11-Jun-2008	3768345	30-Mar-2010
C.B. Fleet Investment Corporation	NEW FRESHNESS	U.S. Federal	77979675	28-May-2009	3823217	20-Jul-2010
C.B. Fleet Investment Corporation	TROPICAL EVENING	U.S. Federal	77921381	27-Jan-2010	3865857	19-Oct-2010
C.B. Fleet Investment Corporation	SUPREME	U.S. Federal	77925541	02-Feb-2010	3868681	26-Oct-2010
C.B. Fleet Investment Corporation	NATURALLY NORMAL	U.S. Federal	85149708	11-Oct-2010	4068424	06-Dec-2011
C. B. Fleet Company, Incorporated	Design Only 	U.S. Federal	85121627	02-Sep-2010	4071548	13-Dec-2011
C. B. Fleet Company,	S E	U.S. Federal	85121679	02-Sep-2010	4071549	13-Dec-2011

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration n #</u>	<u>Registration Date</u>
Incorporated						
C. B. Fleet Company, Incorporated	S E	U.S. Federal	85121742	02-Sep-2010	4071550	13-Dec-2011
C. B. Fleet Company, Incorporated	SUMMER'S EVE	U.S. Federal	85121979	02-Sep-2010	4071552	13-Dec-2011
C. B. Fleet Company, Incorporated	Design Only 	U.S. Federal	85122091	02-Sep-2010	4071554	13-Dec-2011
C.B. Fleet Investment Corporation	ID THE V	U.S. Federal	85217494	13-Jan-2011	4176505	17-Jul-2012
C.B. Fleet Investment Corporation	TO KNOW IT IS TO LOVE IT	U.S. Federal	85265278	11-Mar-2011	4176598	17-Jul-2012
C.B. Fleet Investment Corporation	ID THE V TO KNOW IT IS TO LOVE IT.	U.S. Federal	85269423	17-Mar-2011	4176612	17-Jul-2012
C.B. Fleet Investment Corporation	ID THE V	U.S. Federal	85343018	10-Jun-2011	4222799	09-Oct-2012
C. B. Fleet Company, Incorporated	PROBIOTIC YUMS	U.S. Federal	85386478	01-Aug-2011	4223020	09-Oct-2012
C.B. Fleet Investment Corporation	ID THE V TO KNOW IT IS TO LOVE IT	U.S. Federal	85343231	10-Jun-2011	4226801	16-Oct-2012
C.B. Fleet Investment Corporation	HAIL TO THE V	U.S. Federal	85977427	11-Jan-2011	4247530	20-Nov-2012
C. B. Fleet Company, Incorporated	PEDIA LAX PROBIOTIC YUMS	U.S. Federal	85736302	24-Sep-2012	4332042	07-May-2013
C.B. Fleet	PEDIA LAX	U.S. Federal	85489425	07-Dec-2011	4332614	07-May-2013

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration n #</u>	<u>Registration Date</u>
Investment Corporation						
C.B. Fleet Investment Corporation	PEDIA LAX	U.S. Federal	85489443	07-Dec-2011	4332615	07-May-2013
C. B. Fleet Company, Incorporated	CAN OF WHOOP RASH	U.S. Federal	85713749	27-Aug-2012	4448799	10-Dec-2013
C. B. Fleet Company, Incorporated	BOUDREAUX'S BUTT PASTE DIAPER DUTY DECISION KIT	U.S. Federal	85884532	23-Mar-2013	4476233	28-Jan-2014
C. B. Fleet Company, Incorporated	BOUDREAUX'S BUTT BLOCK	U.S. Federal	85729281	14-Sep-2012	4495655	11-Mar-2014
C. B. Fleet Company, Incorporated	LET'S KICK SOME RASH	U.S. Federal	85626433	15-May-2012	4506060	01-Apr-2014
C. B. Fleet Company, Incorporated	Fleet	U.S. Federal	86390626	10-Sep-2014		
C. B. Fleet Company, Incorporated	Design Only	U.S. Federal	86390440	10-Sep-20/14		

SCHEDULE II

PATENT REGISTRATIONS

<u>Owner</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Patent / Publication #</u>	<u>Registration Date</u>
C. B. Fleet Company, Inc.	COATED SODIUM PHOSPHATE BOWEL CLEANSER: FREE FLOWING MONOBASIC SODIUM PHOSPHATE AND DIBASIC SODIUM PHOSPHATE POWDERS OR CRYSTALS WHICH HAVE BEEN COATED WITH AT LEAST ONE EDIBLE GRADE FILM FORMING POLYMER	U.S.	08970089	13-Nov-1997	5997906	07-Dec-1999
C. B. Fleet Company, Inc.	ENEMA DISPENSER	U.S.	11152818	14-Jun-2005	8147445	03-Apr-2012
C. B. Fleet Company, Inc.	ORAL REHYDRATION COMPOSITIONS	U.S.	11381445	03-May-2006	7566463	28-Jul-2009
C. B. Fleet Company, Inc.	ASPARTAME AND CITRATE FLAVORED PHOSPHATE SALT LAXATIVE: INCREASED PALATABILITY OF THE LAXATIVE	U.S.	11574635	09-Aug-2005	7867521	11-Jan-2011
C. B. Fleet Company, Inc.	FLAVORED COLONIC CLEANSING SYSTEM	U.S.	11680819	01-Mar-2007	7985429	26-Jul-2011
C. B. Fleet	FEMININE ANTI-	U.S.	11814972	Filed:	8252308	28-Aug-2012

<u>Owner</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Patent / Publication #</u>	<u>Registration Date</u>
Company, Inc.	ITCH GEL			27-Jan-2005 Issued: 28-Aug-2012		
C. B. Fleet Company, Inc.	LOW DOSE COLONIC CLEANSING SYSTEM	U.S.	11839474	15-Aug-2007	7998510	16-Aug-2011
C. B. Fleet Company, Inc.	TASTE-MASKED DOCUSATE COMPOSITIONS	U.S.	12014616	15-Jan-2008	8362083	29-Jan-2013
Vanderbilt University; C. B. Fleet Company, Inc.	METHOD OF REDUCING PHOSPHATE NEPHROPATHY IN A MAMMAL	U.S.	12195853	21-Aug-2008	8129430	06-Mar-2012
C. B. Fleet Company, Inc.	FLAVORED COLONIC CLEANSING SYSTEM	U.S.	13184007	15-Jul-2011	8425944	23-Apr-2013
C. B. Fleet Company, Inc.	LOW DOSE COLONIC CLEANSING SYSTEM	U.S.	13208812	12-Aug-2011	8263136	11-Sep-2012
C. B. Fleet Company, Inc.	DEODORANT COMPOSITIONS	U.S.	13240416	22-Sep-2011	8802653	12-Aug-2014
C. B. Fleet Company, Inc.	DEODORANT SPRAY	U.S.	13279906	24-Oct-2011	8685380	01-Apr-2014
C. B. Fleet Company Inc.	ENEMA DISPENSER	U.S.	13410972	02-Mar-2012	20120191045	
C. B. Fleet Company Inc.	FEMININE ANTI-ITCH CLOTH	U.S.	13720208	19-Dec-2012	20140170196	
C. B. Fleet Company Inc.	TASTE-MASKED DOCUSATE COMPOSITIONS	U.S.	13745594	18-Jan-2013	20140179777	
C. B. Fleet Company Inc.	POWER DISPENSING PAD	U.S.	13865836	18-Apr-2013		
C. B. FLEET COMPANY INC.	DEODORANT SPRAY	U.S.	14189902	25-Feb-2014	20140219948	
C. B. Fleet Company, Inc.	CONTAINER FOR COLONIC	U.S.	29429438	10-Aug-2012	D683210	28-May-2013

<u>Owner</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Patent / Publication #</u>	<u>Registration Date</u>
	CLEANSING KIT					
C. B. Fleet Company, Inc.	METHOD OF ASSAYING PETROLATUM AND PRODUCING A PETROLATUM-CONTAINING PRODUCT	U.S.	14/494,428	Sept 23, 2014		

SCHEDULE III

COPYRIGHT REGISTRATIONS

<u>Owner</u>	<u>Copyright</u>	<u>Jurisdiction</u>	<u>Registration #</u>	<u>Registration Date</u>
C. B. Fleet Company, Inc.	Summer's Eve douche : two units-4.5 fl. oz. (133 mL) each.	U.S.	VA0000928214	1998-06-30
C.B. Fleet Investment Corporation	Phospho-Soda Man doll.	U.S.	VA0001068103	2002-04-01
C.B. Fleet Investment Corporation	Eneman plush doll.	U.S.	VA0001068104	2002-04-01
C.B. Fleet Investment Corporation	Eneman squeezable doll.	U.S.	VA0001068105	2002-04-01
C.B. Fleet Investment Corporation	Ene-months 2002 calendar.	U.S.	VA0001068106	2002-04-01
C. B. Fleet Company, Inc.	Summer's Eve douche package intimate whisper.	U.S.	VA0001365376	2006-07-28
C. B. Fleet Company, Inc.	Summer's Eve douche package ultra.	U.S.	VA0001365377	2006-07-28
C. B. Fleet Company, Inc.	Phospho-Soda EZ-Prep package.	U.S.	VA0001392161	2007-02-20
C. B. Fleet Company, Inc.	Phospho-soda & (unflavored)	U.S.	VA0001404841	2007-04-20
C. B. Fleet Company, Inc.	Summer's Eve twin douche (island splash)	U.S.	VA0001420242	2007-04-20
C. B. Fleet Company, Inc.	Summer's Eve deodorant spray (baby powder)	U.S.	VA0001420243	2007-04-20

EXHIBIT 1

TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents listed on Schedule B attached hereto and made a part hereof (“Patents”), which are registered in the United States Patent and Trademark Office, and (iii) copyrights listed on Schedule C attached hereto and made a part hereof (“Copyrights”); and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said **[Trademarks/Patents/Copyrights]**;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated October 24, 2014 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the **[Trademarks/Patents/Copyrights]** and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark /Patent/Copyright Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: