

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
Blairex Laboratories, Inc.		12/29/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	C.B. Fleet Company, Incorporated		
Street Address:	4615 Murray Place		
City:	Lynchburg		
State/Country:	VIRGINIA		
Postal Code:	24502		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2331647	BOUDREAU'S BUTT PASTE	
Registration Number:	2334996	BOUDREAU'S BUTT PASTE	
Registration Number:	3316073	BOUDREAU'S	
Registration Number:	3353143	BOUDREAU'S BABY BUTT SMOOTH	
Registration Number:	3353144	BOUDREAU'S BABY KISSES	
Registration Number:	3458957	BOUDREAU'S BUTT BATH	
Serial Number:	77781849	BOUDREAU'S BABY BLOCK	
Serial Number:	77839337	BOUDREAU'S SKIN THERAPY	
CORRESPONDENCE DATA			
Fax Number:	(202)293-7860		
Phone:	202-293-7060		
Email:	tm@sughrue.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Leigh Ann Lindquist - Sughrue Mion, PLLC		

Address Line 1: 2100 Pennsylvania Ave., NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037-3213

ATTORNEY DOCKET NUMBER:	D2833-LAL
NAME OF SUBMITTER:	Leigh Ann Lindquist
Signature:	/lal/
Date:	02/24/2012

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of December 29, 2011 (the "Effective Date"), by and between C. B. Fleet Company, Incorporated, a Virginia corporation ("Assignee") and Blairex Laboratories, Inc., an Indiana corporation ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain trademarks, trademark registrations and trademark applications (collectively, the "Marks"), and Assignee is desirous of acquiring such Marks, together with the goodwill symbolized thereby, and is the successor of the ongoing and existing business, or portion thereof, of Assignor to which the Marks in Exhibit A pertain;

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks and Trademark Applications. Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Marks set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, free and clear of all liens, claims, charges and encumbrances of any kind whatsoever, and any and all common law rights, world-wide rights, (collectively, the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks. Subject to Section 2 below, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein and shall take all such further action, including, without limitation, making all filings with the United States Patent & Trademark Office in order to confirm, effectuate or record this assignment of the Assigned Trademarks to Assignee granted herein as Assignee may reasonably request from time to time.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right,

or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Termination of Assumed Name or Fictitious Name Certificates. Assignor shall, immediately upon Closing, terminate any and all assumed or fictitious name certificates for Blairex Laboratories, Inc., or any of its affiliates, doing business as or trading as Boudreaux's Butt Paste or doing business as or trading as any of the other Marks, in whole or in part.

5. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

6. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

BLAIREX LABORATORIES, INC.

By: *Anthony Moravec*

Print: Anthony Moravec

Title: President

ASSIGNEE:

C. B. FLEET COMPANY, INCORPORATED

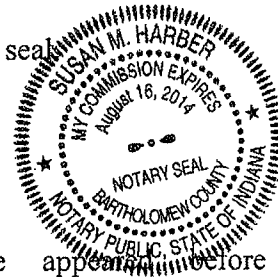
By: _____

Print: _____

Title: _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal

STATE OF Indiana)
COUNTY OF Bartholomew) ss:



On this 27th day of December, 2011, there appeared before me Anthony J. Moravec, personally known to me or who proved to me his identity, who stated that he executed this Assignment in his official capacity as President of and on behalf of Assignor as his voluntary act and deed for the purposes stated therein.

Susan M. Harber
Signed

Susan M. Harber
Printed

My Commission Expires: Aug 16, 2014

County of Residence: Bartholomew

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

BLAIREX LABORATORIES, INC.

By: _____

Print: Anthony Moravec

Title: President

ASSIGNEE:

C. B. FLEET COMPANY, INCORPORATED

By: Robert A. Lemay, Jr.

Print: ROBERT A. LEMAY, JR.

Title: CHIEF FINANCIAL OFFICER

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of December, 2011, there appeared before me _____, personally known to me or who proved to me his identity, who stated that he executed this Assignment in his official capacity as _____ of and on behalf of Assignor as his voluntary act and deed for the purposes stated therein.

Signed

My Commission Expires: _____

Printed

County of Residence: _____

[Signature Page to Trademark Assignment]

Exhibit A

ASSIGNED TRADEMARKS

Mark	Country	Serial Number	Registration Number
Boudreaux's Butt Paste	US	75/591397	2334996
Boudreaux's Butt Paste & design	US	75/591399	2331647
Boudreaux's Butt Paste	CAN	1298538	TMA694349
Boudreaux's Butt Paste & design	CAN	1298469	TMA694248
Boudreaux's	US	77/075734	3316073
Boudreaux's Baby Butt Smooth	US	77/121229	3353143
Boudreaux's Baby Kisses	US	77/121281	3353144
Boudreaux's Butt Bath	US	77/121373	3458957
Boudreaux's Butt Paste & Design	CTM	N/A	6482905
Boudreaux's Butt Paste and Design – (Words)	CHINA	6997883	6997883
Design – (Baby)	CHINA	6997882	6997882
Boudreaux's Butt Paste & Design	KOREA	40-2008-0013331	776024
Boudreaux's Butt Paste & Design	MEXICO	921927	1070494
Boudreaux's Baby Block	US	77/781849	
Boudreaux's Skin Therapy	US	77/839337	
Boudreaux's Butt Paste & design	SINGAPORE	T1012066F	T1012066F
Boudreaux's Butt Paste & Design – (Baby)	HONG KONG	301963323	
Boudreaux's Butt Paste and Design – (Words)	HONG KONG	301963314	

Exhibit A - 1

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