

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
Colgate-Palmolive Company		08/24/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Phoenix Brands LLC
Street Address:	300 Atlantic Street
Internal Address:	11th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78199902	BLANCOS MAS BLANCOS COLORES MAS BRILLANTES COLOR SAFE BLEACH ALTERNATIVE
Registration Number:	2188522	FAB SENSITIVE SKIN
Registration Number:	522356	FAB
Registration Number:	2870558	
Registration Number:	2972941	
Serial Number:	78428462	SUNRISE FRESH
Registration Number:	2237577	TOUGH ON DIRT... GENTLE ON SKIN
Registration Number:	856187	ULTRAMARINE-PLUS

CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 819-8753
Email:	trademarkdocket@whitecase.com

CH \$215.00 78199902

Correspondent Name: Meredith Schorr c/o Meredith Schorr
Address Line 1: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Meredith Schorr
Signature:	/Meredith Schorr/
Date:	08/31/2005

Total Attachments: 4
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OMNIBUS TRADEMARK ASSIGNMENT
(ADDITIONAL TRADEMARKS: COLGATE-PALMOLIVE)

THIS ASSIGNMENT effective as of August ~~14~~¹⁴, 2005 between Colgate-Palmolive Company, a Delaware corporation, with principal offices at 300 Park Avenue, New York, New York 10022 (the "Assignor"), and Phoenix Brands LLC, a Delaware limited liability company, with principal offices at 300 Atlantic Street, 11th Floor, Stamford, CT 06901 (the "Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Asset Sale Agreement between Assignor and Assignee, dated as of July 11, 2005 (the "Asset Sale Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to the Assignee all its right, title, and interest in and to the Trademarks and the applications and registrations thereof listed on the attached schedule, together with the accompanying goodwill associated therewith and any related rights based on use including the right to sue for past, present and future infringement; provided, however, that any costs or expenses in relation to any such suit or right to sue, whether internal or external, including out-of-pocket expenses (including for travel), shall be at Assignee's expense.

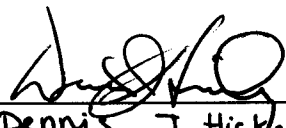
2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue Trademarks or other evidence or forms of intellectual or industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Trademark Assignment; provided, however, that Assignor shall not be required to incur any costs or expenses in connection therewith, whether internal or external, including out-of-pocket expenses (including for travel).

3. Assignor hereby further covenants and agrees that upon the reasonable request of Assignee, it will communicate to Assignee, its successors, legal representatives and assigns, such facts as are known to such Assignor relating to the use, maintenance, protection and enforcement of the Trademarks, testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and use its commercially reasonable efforts to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Trademarks; provided, however, that any such costs or expenses incurred by Assignor in connection with such cooperation, whether internal or external, including out-of-pocket expenses (including for travel) shall be at Assignee's expense and any such requested cooperation shall not unreasonably interfere with the operations of any of Assignor's businesses.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR: COLGATE-PALMOLIVE COMPANY

By: 
Name: Dennis J. Hickey
Title: Vice President and Corporate Controller

ASSIGNEE: PHOENIX BRANDS LLC

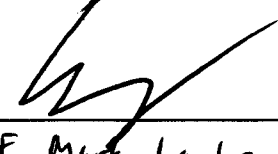
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR: COLGATE-PALMOLIVE COMPANY

By: _____
Name:
Title:

ASSIGNEE: PHOENIX BRANDS LLC

By:  _____
Name: E. Mark Landry
Title: President + CEO

Colgate-Palmolive Company

Schedule: Additional Trademarks

Mark	Country	Registration No. (Application No.)	Registration Date (Application Date)
ABC and Design	Puerto Rico	26,718	February 19, 1996
FRESH START (Stylized)	Puerto Rico	20,808	April 25, 1977
BLANCOS MAS BLANCOS COLORES MAS BRILLANTES and Design	United States	(78/199,902)	(January 3, 2003)
FAB SENSITIVE SKIN (Stylized)	United States	2,188,522	September 8, 1998
FAB and Design	United States	522,356	March 14, 1950
Miscellaneous Design (Blancos mas Blancos Logo)	United States	2,870,558	August 3, 2004
Miscellaneous Design (Blancos mas Blancos Color Logo)	United States	2,972,941	July 19, 2005
SUNRISE FRESH	United States	(78/428,462)	(June 2, 2004)
TOUGH ON DIRT, GENTLE ON SKIN	United States	2,237,577	April 6, 1999
ULTRAMARINE- PLUS	United States	856,187	September 3, 1968