

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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		04/27/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dr. Lawrence J. Shapiro
Street Address:	6150 Via Venetia South
City:	Delray Beach
State/Country:	FLORIDA
Postal Code:	33484
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0872322	HELP

CORRESPONDENCE DATA

Fax Number: (954)961-3585
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 954-240-8819
 Email: MRicIPAtty@aol.com
 Correspondent Name: Miriam Richter, Esq.
 Address Line 1: 3389 Sheridan Street, #103
 Address Line 4: Hollywood, FLORIDA 33021

NAME OF SUBMITTER:	Miriam Richter
Signature:	/Miriam Richter/
Date:	04/29/2009

Total Attachments: 2
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**TRADEMARK
 REEL: 003979 FRAME: 0326**

Assignment of Trademark and Related Rights

This Assignment of Intellectual Property ("Assignment") is entered into by and between Colgate-Palmolive Company, a Delaware corporation, located at 300 Park Avenue, New York, NY 10022, (hereinafter called "the Assignor") and Lawrence J. Shapiro, an individual, with an address of 6150 Via Venetia Drive, Delray Beach, FL 33484 (hereinafter called "the Assignee").

This Assignment shall be effective as of the last date executed by a party below ("Effective Date").

RECITALS

WHEREAS,

- A. Assignor owns all rights and goodwill related to the trademark HELP, United States Federal Trademark Registration No.0872322, covering hair shampoo (referred to herein as the "Intellectual Property");
- B. Assignee desires to acquire all of Assignor's right, title and interest in the Intellectual Property;
- C. Assignor seeks to give, grant, sell, transfer, convey and assign (collectively "assign") to Assignee all of its right, title, and interest in the Intellectual Property.

ASSIGNMENT

NOW, THEREFORE, for consideration in an amount set forth below, the sufficiency which is hereby acknowledged, Assignor and Assignee agree to the following terms:

- A. Rights Assigned: Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in the Intellectual Property as stated above to be held, enjoyed, prosecuted, and maintained by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, or other legal representatives, for the full life of the Intellectual Property as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been entered into by the parties. Assignee shall prepare and file with the United States Patent and Trademark Office a formal notice of assignment.
- B. Payment: Assignee shall, within ten (10) days of the Effective Date, pay Assignor Three Hundred and Twenty Five dollars (\$325.00).

- C. Warranty: Assignor hereby represents and warrants that Assignor has the full power, authority and right to assign the Intellectual Property as herein provided; that Assignor has not previously granted, conveyed, licensed, sold, transferred, or assigned to any other party any right, title or interest in or to the Intellectual Property, nor will Assignor hereafter do any of the foregoing.
- D. Assignment: This Assignment and all obligations and undertakings hereunder shall inure to the benefit of Assignor and Assignee and their respective employees, agents, successors, assigns, transferees, heirs, and executors.

Executed this 27th day of April, 2009 at New York, New York.

For the Assignor:

Felicia G. Traub
Signature

FELICIA G. TRAUB
Name

Senior Counsel - Trademark & Copyright
Title

Executed this 24th day of April, 2009 at Hollywood, Florida.

For the Assignee:

[Signature]
Signature

Lawrence J. Shapiro, an individual