

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	MERGER										
EFFECTIVE DATE:	10/03/2008										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Personal Care Group, Inc.</td> <td></td> <td>10/03/2008</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Personal Care Group, Inc.		10/03/2008	CORPORATION: DELAWARE
Name	Formerly	Execution Date	Entity Type								
Personal Care Group, Inc.		10/03/2008	CORPORATION: DELAWARE								
RECEIVING PARTY DATA											
Name:	Playtex Products, LLC										
Street Address:	6 Research Drive										
City:	Shelton										
State/Country:	CONNECTICUT										
Postal Code:	06484										
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3303842</td> <td>WET ONES FRESH 'N FLUSH</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3303842	WET ONES FRESH 'N FLUSH		
Property Type	Number	Word Mark									
Registration Number:	3303842	WET ONES FRESH 'N FLUSH									
CORRESPONDENCE DATA											
Fax Number:	3149852232										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Phone:	314-985-2122										
Email:	donna.f.schmitt@energizer.com										
Correspondent Name:	Donna Frazier Schmitt										
Address Line 1:	533 Maryville University Drive										
Address Line 4:	St Louis, MISSOURI 63141										
NAME OF SUBMITTER:	Donna Frazier Schmitt										
Signature:	/ Donna Frazier Schmitt /										
Date:	05/31/2013										

CH \$40.00 3303842

Total Attachments: 4

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**PLAN AND AGREEMENT OF MERGER**

**BETWEEN**

**PERSONAL CARE GROUP, INC. (DELAWARE)**

**AND**

**PLAYTEX PRODUCTS, LLC (DELAWARE)**

THIS PLAN AND AGREEMENT OF MERGER ("Merger Agreement") dated as of October 3, 2008, is made by and between Personal Care Group, Inc., a Delaware corporation (the "Merging Corporation"), and Playtex Products, LLC, a Delaware limited liability company (the "Surviving Company"), pursuant to the provisions of the Delaware Limited Liability Company Act (the "DLLCA") and the Delaware General Corporation Law (the "DGCL").

**RECITALS**

WHEREAS, the Surviving Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, as well as the Sole Stockholder of the Merging Corporation; and

WHEREAS, the Merging Corporation is a corporation duly organized and in good standing under the laws of the State of Delaware; and

WHEREAS, the Sole Member of the Surviving Company and the Board of Directors and the Sole Stockholder of the Merging Corporation (together the "Constituent Companies") have determined that it is advisable and in the best interests of the Constituent Companies that the Merging Corporation be merged with and into the Surviving Company upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the applicable laws of the State of Delaware and have approved and adopted this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Constituent Companies hereby agree as follows:

**ARTICLE I**  
**THE MERGER**

Section 1.1 **The Merger.** The Merging Corporation and the Surviving Company shall be merged into a single Delaware limited liability company in accordance with the applicable laws of the State of Delaware (the "Merger").

Section 1.2 **Effect of the Merger.** At the Effective Time, the Merger shall have the effects provided for herein and in the laws of the State of Delaware.

Section 1.3 **Effective Time.** The effective time and date of the Merger shall be 12:01 a.m. Eastern Standard Time on October 1, 2008 (the "Effective Time").

Section 1.4 **Survival of the Merger.** At the Effective Time, the separate corporate existence of the Merging Corporation shall cease and the Surviving Company shall survive the Merger and continue to be a Delaware limited liability company.

**ARTICLE 2**  
**CERTIFICATE OF FORMATION AND OPERATING AGREEMENT**

Section 2.1 **Certificate of Formation.** On and after the Effective Time, the Certificate of Formation of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Certificate of Formation of the Surviving Company (the "Surviving Certificate"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Company to amend the Surviving Certificate in accordance with the applicable laws of the State of Delaware and the Surviving Certificate.

Section 2.2 **Operating Agreement.** On and after the Effective Time, the Operating Agreement of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Operating Agreement of the Surviving Company (the "Surviving Operating Agreement"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Company to alter, amend or repeal the Surviving Operating Agreement in accordance with the applicable laws of the State of Delaware, the Surviving Certificate and the Surviving Operating Agreement.

**ARTICLE 3**  
**OFFICERS**

Section 3.1 **Officers.** On and after the Effective Time, the officers of the Surviving Company in office immediately prior to the Effective Time shall continue in office as the officers of the Surviving Company, each to hold office subject to the Surviving Certificate and the applicable laws of the State of Delaware.

**ARTICLE 4**  
**MANNER OF CONVERTING AND CANCELING STOCK**

Section 4.1 **Cancellation of Merging Corporation's Issued Shares.** At the Effective Time, by virtue of the merger and without any action on the part of the Constituent Companies, all the issued and outstanding shares of common stock of the Merging Corporation shall automatically and by operation of law be canceled, and all certificates evidencing ownership of the common stock of the Merging Corporation shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 4.2 **Existence of Surviving Company Issued Membership Interests.** All the issued and outstanding membership interests of the Surviving Company at the Effective Time

shall be and remain outstanding membership interests of the Surviving Company in accordance with their terms.

**ARTICLE 5**  
**SUCCESSION OF RIGHTS**

Section 5.1 **Rights.** From and after the Effective Time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Companies; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Companies shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Companies, shall not revert or be in any way impaired by reason of the Merger.

**ARTICLE 6**  
**SUCCESSION OF LIABILITIES**

Section 6.1 **Liabilities.** From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Companies shall be preserved unimpaired by the merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of each of the Constituent Companies shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in the place of the Merging Corporation in such action or proceeding.

**ARTICLE 7**  
**CORPORATE ACTS**

Section 7.1 **Corporate Acts.** From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Company.

**ARTICLE 8**  
**SERVICE OF PROCESS**

Section 8.1 **Delaware Service of Process.** The Constituent Companies, in accordance with Section 264(c) of the DGCL, hereby agree that the Surviving Company may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as enforcement of any obligation of the Surviving

Company, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the DGCL, and hereby irrevocably appoint the Secretary of State as its agent to accept service of process in any such suit or other proceedings, to forward by mail such process to Playtex Products, LLC, 6 Research Drive, Shelton, CT, 06484, Attn: President.

**ARTICLE 9**  
**FURTHER DOCUMENTS**

**Section 9.1 Further Documents.** If at any time prior to the Effective Time the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the sole Member of the Surviving Company is hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

IN WITNESS WHEREOF, the Surviving Company and the Merging Corporation have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

PLAYTEX PRODUCTS, LLC.

PERSONAL CARE GROUP, INC.

By: TL Groch

By: TL Groch

Title: SECRETARY

Title: SECRETARY