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**MERGER OR SHARE EXCHANGE**

**Playtex Products, LLC**

Certificate of Status	0
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EXAMINER

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Tiki Hut Holding Company, Inc.	Florida	Profit Corporation
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**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Playtex Products, LLC	Delaware	Limited Liability Company

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

October 1, 2008

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Playtex Products, LLC

6 Research Drive

Shelton, CT 06484

**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Tiki Hut Holding Company, Inc.	<u>TL Grosch</u>	Timothy L. Grosch
Playtex Products, LLC	<u>TL Grosch</u>	Timothy L. Grosch
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

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**PLAN AND AGREEMENT OF MERGER**  
**BETWEEN**  
**TIKI HUT HOLDING COMPANY, INC. (FLORIDA)**  
**AND**  
**PLAYTEX PRODUCTS, LLC (DELAWARE)**

THIS PLAN AND AGREEMENT OF MERGER ("Merger Agreement") dated as of October 1, 2008, is made by and between Tiki Hut Holding Company, Inc., a Florida 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 Florida General Corporation Law (the "FGCL").

**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 Florida; 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

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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 Florida Service of Process.** The Constituent Companies hereby agree that the Surviving Company may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent corporation of Florida, 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 Florida law, and hereby irrevocably appoint the Secretary of State of Florida 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, 61 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.

TIKI HUT HOLDING COMPANY, INC.

By: EVEREADY BATTERY COMPANY, INC.

By:

TL Gnoech

Managing Member  
553 Maryville University Drive  
St. Louis, Missouri 63141

Title:

SECRETARY

By:

TL Gnoech

Title:

SECRETARY

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