

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GLAXOSMITHKLINE PLC	01/31/2012
RECEIVING PARTY DATA	
Name:	MEDTECH PRODUCTS INC.
Street Address:	90 North Broadway
City:	Irvington
State/Country:	NEW YORK
Postal Code:	10533
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6274172
CORRESPONDENCE DATA	
Fax Number:	
Email:	echomyn@bakerdonelson.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:	Baker Donelson Bearman Caldwell & Berkow
Address Line 1:	1800 Republic Centre
Address Line 2:	633 Chestnut Street
Address Line 4:	Madison, TENNESSEE 37450
ATTORNEY DOCKET NUMBER:	2016563-000095
NAME OF SUBMITTER:	Leon Cunningham
Total Attachments: 11 source=Medtech_Inc_Assignment#page1.tif source=Medtech_Inc_Assignment#page2.tif source=Medtech_Inc_Assignment#page3.tif source=Medtech_Inc_Assignment#page4.tif	

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Dated 31 January 2012

GLAXOSMITHKLINE PLC

and

MEDTECH PRODUCTS, INC.

PATENT AND COPYRIGHT REGISTRATION ASSIGNMENT

Slaughter and May,
One Bunhill Row,
London EC1Y 8YY

CAYC/DJOB

AGREED FORM

THIS ASSIGNMENT is made the 31 day of January 2012

BETWEEN:

- (1) GlaxoSmithKline PLC, a company incorporated in England and Wales (registered number 03888792) whose registered office is at 980 Great West Road, Brentford, Middlesex TW8 9GS, United Kingdom ("GSK PLC"), acting as agent for the Assignors (as defined below); and
- (2) Medtech Products, Inc., a company incorporated in Delaware, US (registered number 2654109) whose registered address is at 90 North Broadway, Irvington, NY 10533, US (the "Assignee").

WHEREAS:

- (A) Among others, GSK PLC and Prestige Brands Holdings, Inc. ("Prestige"), the parent company of the Assignee, have entered into a business sale and purchase agreement, as amended from time to time, dated as of 20 December 2011 (the "Sale Agreement"), pursuant to which Prestige has agreed to purchase, or to procure that a designated purchaser, being the Assignee, shall purchase, various assets including the Assigned Rights (as defined below).
- (B) Each Assignor is:
 - (i) the respective proprietor of the copyright registrations and patents (and patent applications) for which it is named as proprietor (or applicant, as applicable) in Schedule 2 to this Assignment (the "Assigned Rights"); and/or
 - (ii) the beneficial owner of one or more of the Assigned Rights.

in each case, as applicable.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Capitalised terms used, but not otherwise defined, in this Assignment shall have the meaning given to them in the Sale Agreement.

"Assignors" means the persons specified as such in Schedule 1 to this Assignment, and "Assignor" shall be construed accordingly.

2. ASSIGNMENT

- 2.1 In consideration of the payment set out in the Sale Agreement in respect of the Assigned Rights (receipt of which is hereby acknowledged by GSK PLC), each Assignor hereby assigns to the Assignee all its right, title and interest in and to the Assigned Rights together with all rights, privileges and advantages thereto to hold unto the Assignee absolutely for the full term of the Assigned Rights.

- 2.2 GSK PLC and the Assignee agree that GSK PLC is entering into this Assignment on the basis set out in Schedule 3 to this Assignment. GSK PLC hereby represents and warrants to the Assignee that prior to the execution of this Assignment it has been validly appointed as agent of the Assignors for the purposes of this Assignment. In the event that such agency is found to be invalid, GSK PLC shall immediately procure that the Assignors effect the assignments referred to in clause 2.1 above.
- 2.3 This Assignment is executed for the purpose of evidencing and confirming the transfer of the Assigned Rights to Assignee as provided in the Sale Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Sale Agreement as they relate to the Assigned Rights, including any of the representations, warranties, covenants or indemnities set forth in the Sale Agreement. In the event of any conflict between this Assignment and the Sale Agreement, the Sale Agreement will prevail.

3. COUNTERPARTS

- 3.1 This Assignment may be executed in any number of counterparts, and by GSK PLC and Assignee on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 3.2 Each counterpart shall constitute an original of this Assignment, but the counterparts shall together constitute but one and the same instrument.

4. GOVERNING LAW AND JURISDICTION

- 4.1 This Assignment shall be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Assignment, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 4.2 The courts of England are to have jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Assignment. Any Proceedings shall be brought only in the courts of England.
- 4.3 Each party waives (and agrees not to raise) any objection, on the ground of *forum non conveniens* or on any other ground, to the taking of Proceedings in the courts of England. Each party also agrees that a judgment against it in Proceedings brought in England shall be conclusive and binding upon it and may be enforced in any other jurisdiction.
- 4.4 Each party irrevocably submits and agrees to submit to the jurisdiction of the English courts.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties on the date first above written.

Schedule 1

ASSIGNORS
Block Drug Company Inc.
Laboratoires GlaxoSmithKline S.A.S.
GlaxoSmithKline LLC
SmithKline Beecham Pharmaceuticals Company
Prism CH Holdings Inc.

Schedule 2

Patents

BEANO

Main Applicant	Country	Application Number	Application Date	Patent Number	Status	Expiration Date	Next Tax Due Date
BLOCK DRUG COMPANY, INC.	United States	08/487871	07-Jun-1995	5989544	Granted	23-Nov-2016	23-May-2011

FIBER CHOICE

Main Applicant	Country	Application Number	Application Date	Patent Number	Status	Expiration Date	Next Tax Due Date
CNS, Inc. (BLOCK)	United States	08/771960	23-Dec-96	6455068	Granted	23-Dec-2016	24-Mar-2014
CNS, Inc. (BLOCK)	United States	10/197920	16-Jul-02	6962093	Granted	23-Dec-2016	03-Jul-2013
CNS, Inc. (BLOCK)	United States	10/922547	19-Aug-04	7521072	Granted	20-Sep-2017	21-Oct-2012
CNS, Inc. (BLOCK)	United States	10/922646	19-Aug-04	7452553	Granted	23-Aug-2017	18-May-2012
CNS, Inc. (BLOCK)	United States	11/046436	28-Jan-05	7387803	Granted	23-Dec-2016	17-Dec-2011
CNS, Inc. (BLOCK)	United States	12/202121	29-Aug-08	7648720	Granted	23-Dec-2016	19-Jul-2013
BLOCK DRUG COMPANY, INC.	European Patent Convention	09001035.6	29-Dec-08		Filed		31-Dec-2011
BLOCK DRUG COMPANY, INC.	European Patent Convention	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	
CNS, Inc. (BLOCK)	Australia	13381/97	23-Dec-96	730126	Granted	23-Dec-2016	23-Dec-2011
CNS, Inc. (BLOCK)	Austria	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	Belgium	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	Canada	2240980	23-Dec-96		Filed		23-Dec-2011
CNS, Inc. (BLOCK)	Denmark	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	Finland	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	France	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc.	Germany	96944880.2	23-Dec-96	6963791	Granted	23-Dec-2016	31-Dec-

Main Applicant	Country	Application Number	Application Date	Patent Number	Status	Expiration Date	Next Tax Due Date
(BLOCK)				0.4			2011
CNS, Inc. (BLOCK)	Ireland	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	Italy	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	Japan	523810/97	23-Dec-96	3618355	Granted	23-Dec-2016	19-Nov-2011
CNS, Inc. (BLOCK)	Luxembourg	96944880.2	23-Dec-96	EP0869775	Granted	24-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	Mexico	985056	23-Dec-96	293232	Granted	23-Dec-2016	
CNS, Inc. (BLOCK)	Monaco	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	Netherlands	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	New Zealand	326093	23-Dec-96	326093	Granted	23-Dec-2016	
CNS, Inc. (BLOCK)	Portugal	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	23-Dec-2011
CNS, Inc. (BLOCK)	Spain	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	Sweden	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	Switzerland	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011
CNS, Inc. (BLOCK)	United Kingdom	96944880.2	23-Dec-96	EP0869775	Granted	23-Dec-2016	31-Dec-2011

MASSENGILL

Main Applicant	Country	Application Number	Application Date	Patent Number	Status	Expiration Date	Next Tax Due Date
GlaxoSmithKline LLC	Canada	2196798	28-Jul-95	2196798	Granted	28-Jul-2015	28-Jul-2011
GlaxoSmithKline LLC	United States	08/445245	19-May-95	5695481	Granted	19-May-2015	
GlaxoSmithKline LLC	United States	08/699373	06-Aug-98	6235008	Granted	19-May-2015	22-Nov-2012
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	Austria	EP0776229	28-Jul-95	E249858	Granted	28-Jul-2015	31-Jul-2011
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	Belgium	95927526.4	28-Jul-95	EP0776229	Granted	28-Jul-2015	31-Jul-2011
SMITHKLINE BEECHAM	Denmark	95927526.4	28-Jul-95	EP0776229	Granted	28-Jul-2015	31-Jul-2011

Main Applicant	Country	Application Number	Application Date	Patent Number	Status	Expiration Date	Next Tax Due Date
CORPORATION (GSKLLC)							
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	European Patent Convention	95927526.4	28-Jul-95	EP0776229	Granted	28-Jul-2015	
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	France	95927526.4	28-Jul-95	EP0776229	Granted	28-Jul-2015	31-Jul-2011
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	Germany	EP0776229	28-Jul-95	P69531790.3	Granted	28-Jul-2015	31-Jul-2011
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	Hong Kong	98113471.4	15-Dec-98	HK1012299	Granted	28-Jul-2015	28-Jul-2011
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	Italy	95927526.4	28-Jul-95	EP0776229	Granted	28-Jul-2015	31-Jul-2011
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	Netherlands	95927526.4	28-Jul-95	EP0776229	Granted	28-Jul-2015	31-Jul-2011
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	Spain	EP0776229	28-Jul-95	2206517	Granted	28-Jul-2015	31-Jul-2011
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	Sweden	95927526.4	28-Jul-95	EP0776229	Granted	28-Jul-2015	31-Jul-2011
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	Switzerland	95927526.4	28-Jul-95	EP0776229	Granted	28-Jul-2015	31-Jul-2011
SMITHKLINE BEECHAM CORPORATION (GSKLLC)	United Kingdom	95927526.4	28-Jul-95	EP0776229	Granted	28-Jul-2015	31-Jul-2011
GlaxoSmithKline LLC	Canada	2130026	12-Aug-1994	2130026	Granted	12-Aug-2014	
GlaxoSmithKline LLC	Canada	2453269	20-Jan-2004	2453269	Granted	12-Aug-2014	
GlaxoSmithKline LLC	United States	08/109178	19-Aug-1993	5380300	Granted	19-Aug-2013	

TAGAMET

Main Applicant	Country	Application Number	Application Date	Patent Number	Status	Expiration Date	Next Tax Due Date
Laboratoires GlaxoSmithKline S.A.S.	United States	08/981227	28-Jun-1996	6274172	Granted	28-Jun-2016	14-Feb-2013

Copyright Registrations**ECOTRIN**

Title	Registration No. / Date
Something new: SXME-2193	PA0000210500 / 1984-03-23
Three/Greek: SXME 2163	PA0000210499 / 1984-03-23

TAGAMET

Title	Registration No. / Date
Tagamet HB package	VA0000937837 / 1998-04-13
Tagamet HB eclipse : advertising/commercial	PA0000789832 / 1995-11-13

BEANO

Title	Registration No. / Date
Beano Drops: food enzyme dietary supplement	TX0004056635 / 1994-16-05
Beano Drops: enzyme tablets	TX0004056636 / 1994-16-05
Beano Drops: food enzyme	TX0003740636 / 2004-08-04

SOMINEX

Title	Registration No. / Date
Sominex, Close Your Eyes	PA0000096351 / 1981-02-03
Sominex, 'clock'	PA0000094553 / 1981-03-02
Sominex, 'world'	PA0000092749 / 1980-11-06

Schedule 3**Agency Provisions**

1. GSK PLC is entering into this Assignment on the basis that any undertaking or agreement given by any Assignor under this Assignment is given, and any undertaking or agreement given by the Assignee under this Assignment is received, by GSK PLC as agent for such Assignor, to the extent that the relevant undertaking or agreement is expressed to be given or received by such Assignor.

Signed by J. LEONARD
for and on behalf of
GlaxoSmithKline PLC

J. L.

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Signed by ERIC S. GALT
for and on behalf of
Mediatech Products, Inc.

