

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Johnson & Johnson		09/21/2007	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Signal Investment & Management Co.		
<b>Street Address:</b>	1105 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801-1241		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78687429	SLEEPMELTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4237566600		
<b>Email:</b>	djohnson@millermartin.com		
<b>Correspondent Name:</b>	Douglas T. Johnson		
<b>Address Line 1:</b>	Suite 1000 Volunteer Building		
<b>Address Line 2:</b>	832 Georgia Avenue		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402-2289		
<b>ATTORNEY DOCKET NUMBER:</b>	15788-0019		
<b>NAME OF SUBMITTER:</b>	Douglas T. Johnson		
<b>Signature:</b>	/Douglas T. Johnson/		

CH \$40.00 78687429

Date:

10/29/2007

**Total Attachments: 4**

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## CHATTEM GENERAL ASSIGNMENT

This General Assignment is made and entered into as of the 21<sup>st</sup> day of September, 2007 between Johnson & Johnson, a New Jersey corporation (hereinafter the "Assignor"), and Signal Investment & Management Co., a Delaware corporation (hereinafter the "Assignee").

**WHEREAS**, Assignor, Chattem, Inc. a Tennessee corporation, and Pfizer Inc., a Delaware corporation, have entered into an Asset Purchase Agreement made as of the 5<sup>th</sup> day of October 2006 (hereinafter the "APA") in which Assignor and Pfizer Inc., directly or indirectly through their subsidiaries, have agreed to the transfer of certain assets to Chattem, Inc. or its assignee, including certain trademarks and domain names;

**WHEREAS**, Chattem, Inc. has assigned its rights to acquire such assets to Assignee;

**WHEREAS**, included among these assets are certain trademarks and domain names which Pfizer Inc. on its behalf and on the behalf of its subsidiary and affiliated companies (hereinafter individually and collectively "Pfizer") has agreed to sell to Assignor pursuant to a Stock and Asset Purchase Agreement, dated as of June 25, 2006;

**WHEREAS**, pursuant to the APA, Pfizer has assigned and/or agreed to assign to Assignor the aforesaid trademarks and domain names prior to the effective time of this General Assignment; and

**WHEREAS**, Assignor, Chattem, Inc. and Assignee have agreed to the transfer of an additional trademark and related domain names pursuant to the terms of the APA.

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and/or agrees to assign to Assignee all of its right, title and interest in the registered trademark set forth in the attached Schedule A, together with all the goodwill associated with the foregoing.


2. Assignor hereby assigns and/or agrees to assign to Assignee all of its right, title and interest in the domain names set forth in the attached Schedule B.

3. As of the execution of this General Assignment, Assignee shall have all benefits, privileges, causes of action and remedies arising out of or relating to the assigned trademarks and domain names or the exploitation thereof, including without limitation, the right to apply for and maintain all applications, registrations or renewals therefor, to sue for all past and future infringements thereof or other violations of any rights therein, and to settle and retain proceeds from any such action.

4. Assignor agrees to execute, or cause to have executed, any confirmatory trademark assignments or other documents that may be required in addition to the signing of this General Assignment in order to transfer to the Assignee the ownership of the trademarks and domain names as set out herein and in order to effectuate the intent of this General Assignment. This obligation shall expire upon the second anniversary of the date of this General Assignment.

5. The parties agree that nothing in this General Assignment shall be construed to transfer any rights, properties or assets beyond those specifically referenced herein nor shall it derogate from any other agreement including the parties.


**JOHNSON & JOHNSON**

By:   
Title: Laurence S. Rickles  
Assistant Secretary

**SIGNAL INVESTMENT &  
MANAGEMENT CO.**

By:   
Title: Assistant Treasurer

**CHATTEM, INC.**

By:   
Title: Vice President & General Counsel

**SCHEDULE A**

**SLEEPMELTS**

<b>Country</b>	<b>Application No.</b>
UNITED STATES	78687429

**SCHEDULE B**

**SLEEPMELTS Domain Names**

SLEEPMELTS.COM  
SLEEPMELTS.NET  
SLEEPMELTS.ORG  
SLEEPMELTS.BIZ  
SLEEPMELTS.INFO  
SLEEPMELTS.US