

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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		09/17/2008	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caldwell Consumer Health LLC		
<b>Street Address:</b>	2001 Route 46		
<b>Internal Address:</b>	Waterview Plaza, Suite 310		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1609550	CONCEPTROL	
Registration Number:	1502774	CONCEPTROL	
Registration Number:	0657655	DELFFEN	
Registration Number:	1206690	GYNOL II	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(732)530-2039		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	732-275-3100		
<b>Email:</b>	trademark@mfiplaw.com		
<b>Correspondent Name:</b>	Maldjian & Fallon LLC		
<b>Address Line 1:</b>	365 Broad Street		
<b>Address Line 2:</b>	Third Floor		
<b>Address Line 4:</b>	Red Bank, NEW JERSEY 07701		
<b>ATTORNEY DOCKET NUMBER:</b>	CCH001		

CH \$115.00 1609550

NAME OF SUBMITTER:	Brian M. Gaynor
Signature:	/brian gaynor/
Date:	09/18/2008
<b>Total Attachments: 8</b> source=CCH001 second assignment#page1.tif source=CCH001 second assignment#page2.tif source=CCH001 second assignment#page3.tif source=CCH001 second assignment#page4.tif source=CCH001 second assignment#page5.tif source=CCH001 second assignment#page6.tif source=CCH001 second assignment#page7.tif source=CCH001 second assignment#page8.tif	

## GENERAL ASSIGNMENT

### Trademarks, Trade Dress, and Domain Names

1. Johnson & Johnson, a New Jersey corporation, with a place of business at One Johnson & Johnson Plaza, New Brunswick, NJ 08933 USA, (hereinafter the "Assignor"), hereby assigns and/or agrees to assign for good and valuable consideration to Caldwell Consumer Health, LLC (hereinafter the "Assignee") and/or any designees of the Assignee, any of its right, title and interest to the following, such assignment to constitute delivery by Assignor on behalf of Assignee that are purchasers under the Purchase Agreement (as defined below):

(a) Those trademarks, applications and registrations shown in Schedule A, in respect of all goods and services covered by the specifications thereof, whether registered or unregistered, including trademark get-ups, trade dress, logos, designs and labels, together with any associated goodwill, and any common law and related rights thereto in the Territory (as defined in the Purchase Agreement); and

(b) All domain names included on the attached Schedule B.

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

3. This General Assignment shall be effective on September 17, 2008 ("Effective Date"), with such effectiveness to be deemed to occur immediately prior to the effectiveness of the Purchase Agreement.

4. Assignor agrees to execute, or to 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 any trademarks, trade dress, trade names and domain names in individual countries, including any trademark registrations or applications and otherwise, in order to effectuate the intent of this General Assignment, for a period of six (6) months following the Effective Date. Any and all such documents are to be prepared by Assignee.

5. For purposes of this General Assignment, the term "Purchase Agreement" means the Asset Purchase Agreement, dated September 17, 2008, between McNEIL-PPC, Inc. and Assignee. Capitalized terms used but not defined herein shall have the meaning given such terms in the Purchase Agreement.

JOHNSON & JOHNSON:

Place: *New Brunswick, NJ, USA*

By: \_\_\_\_\_

Title: *LAMENLE RUCKLES / ASSISTANT SECRETARY*

CALDWELL CONSUMER HEALTH, LLC:

Place: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARKS

Trademark: **CONCEPTROL**  
Country: UNITED STATES OF AMERICA  
Reg No: 1609550

Trademark: **CONCEPTROL**  
Country: UNITED STATES OF AMERICA  
Reg No: 1502774

Trademark: **DELFIN**  
Country: UNITED STATES OF AMERICA  
Reg No: 657655

Trademark: **GYNOL II**  
Country: UNITED STATES OF AMERICA  
Reg No: 1206690

DOMAIN NAMES

Domain Name	Registry	Contact Profile	Invoice Profile	Registration Date	Expiration Date
gynol.com	Network Solutions	J&J Corporate	Personal Products Company	10/10/1996	10/9/2008
defen.com	Network Solutions	J&J Corporate	Ortho-McNeil Pharmaceutical, Inc. - USA	10/9/1996	10/8/2008

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(a) Those trademarks, applications and registrations shown in Schedule A, in respect of all goods and services covered by the specifications thereof, whether registered or unregistered, including trademark get-ups, trade dress, logos, designs and labels, together with any associated goodwill, and any common law and related rights thereto in the Territory (as defined in the Purchase Agreement); and

(b) All domain names included on the attached Schedule B.

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

3. This General Assignment shall be effective on September 17, 2008 ("Effective Date"), with such effectiveness to be deemed to occur immediately prior to the effectiveness of the Purchase Agreement.

4. Assignor agrees to execute, or to 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 any trademarks, trade dress, trade names and domain names in individual countries, including any trademark registrations or applications and otherwise, in order to effectuate the intent of this General Assignment, for a period of six (6) months following the Effective Date. Any and all such documents are to be prepared by Assignee.

5. For purposes of this General Assignment, the term "Purchase Agreement" means the Asset Purchase Agreement, dated September 17, 2008, between McNEIL-PPC, Inc. and Assignee. Capitalized terms used but not defined herein shall have the meaning given such terms in the Purchase Agreement.

JOHNSON & JOHNSON:

Place:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CALDWELL CONSUMER HEALTH, LLC:

Place:

By: 

Title: CEO



**Schedule A**

TRADEMARKS

Trademark: **CONCEPTROL**  
Country: UNITED STATES OF AMERICA  
Reg No: 1609550

Trademark: **CONCEPTROL**  
Country: UNITED STATES OF AMERICA  
Reg No: 1502774

Trademark: **DELFEN**  
Country: UNITED STATES OF AMERICA  
Reg No: 657655

Trademark: **GYNOL II**  
Country: UNITED STATES OF AMERICA  
Reg No: 1206690

DOMAIN NAMES

**Schedule B**

Domain Name	Registrant	Contact	Creation Date	Expiration Date
gynol.com	Network Solutions	J&J Corporate	Personal Products Company	10/10/1996 10/9/2008