# CH \$440.00

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Church & Dwight Co., Inc.		06/17/2009	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Insight Pharmaceuticals LLC
Street Address:	1170 Wheeler Way
Internal Address:	Suite 150
City:	Langhome
State/Country:	PENNSYLVANIA
Postal Code:	19047-1749
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1236010	AURO
Registration Number:	1430843	AURO-DRI
Registration Number:	771406	BOIL-EASE
Registration Number:	3075046	DIABETAID
Registration Number:	2730448	GENTLE NATURALS
Registration Number:	1345457	PRONTO
Registration Number:	1441745	PRONTO
Registration Number:	2667626	SKIN SHIELD
Registration Number:	867071	TANAC
Registration Number:	3176711	THERAPAUSE
Registration Number:	647728	TRIPTONE
Registration Number:	3626182	DERMAREST
Serial Number:	77619885	GENTLE NATURALS

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Serial Number:	77630066	GENTLE NATURALS
Serial Number:	77644573	PRONTO
Serial Number:	77644562	PRONTO PLUS
Serial Number:	77653568	PRONTO PLUS

### **CORRESPONDENCE DATA**

Fax Number: (212)446-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2129093078

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38762-85
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	06/17/2009

#### **Total Attachments: 3**

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#### TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT ("<u>Assignment</u>") made as of June 17, 2009, by and between CHURCH & DWIGHT CO., INC., a Delaware corporation ("<u>Seller</u>"), and INSIGHT PHARMACEUTICALS LLC, a Delaware limited liability company (the "<u>Purchaser</u>").

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which, among other things, Seller has agreed to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser has agreed to purchase from Seller, the trademark applications and registrations identified in Schedule A hereto (collectively, "Trademarks"). Capitalized terms used but not defined in this Assignment shall have the meanings assigned to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar and the mutual covenants and obligations set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, transfer, convey and deliver unto Purchaser the entire right, title and interest in and to the Trademarks, to be held and enjoyed by Purchaser as fully and entirely as it would have been held and enjoyed by Seller if this assignment had not been made, including all claims, demands and rights of recovery that Seller has or may have in profits and damages for past and future infringements of the Trademarks, if any, and all rights to compromise, sue for, and collect such profits and damages, together with all goodwill and the portion of the Transferred Assets associated therewith.

Seller shall execute such individual confirmatory assignment deeds, change of name or address certificates or other documents prepared by Purchaser, at Purchaser's expense, necessary for the effectuation or recordation of this Assignment.

This Assignment shall be effective as of the date first above written.

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TRADEMARK
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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered as of the date first written above.

CHURCH & DWIGHT Co., INC.

Name: Matthew Farrell

Title: Chief Financial Officer

Signature Page to Assignment of Trademarks

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# Schedule A

# **U.S. TRADEMARK APPLICATIONS**

Application No.	Application Date	Mark
77/619,885	21-Nov-2008	GENTLE NATURALS
77/630,066	10-Dec-2008	GENTLE NATURALS (with Circle and Leaf Design)
77/644,573	07-Jan-2009	PRONTO
77/644,562	07-Jan-2009	PRONTO PLUS
77/653,568	21-Jan-2009	PRONTO PLUS (and Design)

# **U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark
1,236,010	03-May-1983	AURO
1,430,843	03-Mar-1987	AURO-DRI
771,406	16-Jun-1964	BOIL-EASE
3,075,046	04-Apr-2006	DIABETAID (stylized)
2,730,448	24-Jun-2003	GENTLE NATURALS
1,345,457	02-Jul-1985	PRONTO
1,441,745	09-Jun-1987	PRONTO
2,667,626	31-Dec-2002	SKIN SHIELD
867,071	25-Mar-1969	TANAC
3,176,711	28-Nov-2006	THERAPAUSE
647,728	02-Jul-1957	TRIPTONE
3,626,182	26-May-2009	DERMAREST

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**RECORDED: 06/17/2009** 

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