

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-------------------------|
| Johnson & Johnson | | 10/29/2009 | CORPORATION: NEW JERSEY |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------|
| Name: | Blacksmith Brands, Inc. |
| Street Address: | 520 White Plains Road |
| Internal Address: | Suite 500 |
| City: | Tarrytown |
| State/Country: | NEW YORK |
| Postal Code: | 10591 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 22

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 3133893 | JUST WHAT THEY NEED |
| Registration Number: | 3175025 | GENTLE VAPORS |
| Registration Number: | 1293844 | NASALCROM |
| Registration Number: | 2341492 | NASALCROM |
| Registration Number: | 2511675 | NASALCROM |
| Registration Number: | 3612911 | |
| Registration Number: | 3603031 | |
| Registration Number: | 3612912 | |
| Registration Number: | 2911609 | PEDIA CARE |
| Registration Number: | 1445906 | PEDIA CARE |
| Registration Number: | 3235057 | PEDIACARE |
| Registration Number: | 2994365 | PEDIA CARE. RECOMMENDED BY PEDIATRICIANS. TRUSTED BY MOMS. |

CH \$565.00 3133893

| | | |
|----------------------|---------|--|
| Registration Number: | 1599161 | LUDEN'S |
| Registration Number: | 1811404 | LUDEN'S GREAT TASTING WILD CHERRY THROAT DROPS |
| Registration Number: | 2890089 | TRUSTED LUDEN'S CARE EVERYONE NEEDS A LITTLE TLC |
| Registration Number: | 3555227 | CONFIDENT CLEAN OF EFFERDENT |
| Registration Number: | 0728959 | EFFERDENT |
| Registration Number: | 1952935 | EFFERDENT E |
| Registration Number: | 1922788 | EFFERDENT PLUS |
| Registration Number: | 1964230 | EFFERDENT PLUS E |
| Registration Number: | 1964228 | EFFERDENT PLUS |
| Registration Number: | 0945934 | EFFER-GRIP |

CORRESPONDENCE DATA

Fax Number: (202)778-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2026625299
Email: trademarks@cov.com
Correspondent Name: Kathleen Gallagher-Duff
Address Line 1: 1201 Pennsylvania Avenue, N.W.
Address Line 2: Covington & Burling LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

| | |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 701613.00051 |
| NAME OF SUBMITTER: | Kathleen Gallagher-Duff |
| Signature: | /Kathleen Gallagher-Duff/ |
| Date: | 10/29/2009 |

Total Attachments: 6
source=Blacksmith Assignment#page1.tif
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source=Blacksmith Assignment#page5.tif
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ASSIGNMENT OF TRANSFERRED TRADEMARK RIGHTS AND TRANSFERRED DOMAIN NAMES

This ASSIGNMENT OF TRANSFERRED TRADEMARK RIGHTS AND TRANSFERRED DOMAIN NAMES (this "Assignment"), is entered into and made effective as of October 29, 2009 ("Effective Date"), by and between Johnson & Johnson, a New Jersey corporation (hereinafter, "Assignor"), and Blacksmith Brands, Inc., a Delaware corporation (hereinafter, "Assignee"). Assignor and Assignee are referred to herein collectively as the "Parties" and each of them individually as a "Party."

WHEREAS, McNEIL PPC, Inc., a New Jersey corporation, and Assignee have entered into an Asset Purchase Agreement dated as of September 15, 2009 (the "Asset Purchase Agreement");

WHEREAS, in accordance with the Asset Purchase Agreement and Section 2.1(iii) thereof, Assignor, a Divesting Entity, desires to sell, convey, assign and transfer to Assignee, and Assignee desires to purchase, acquire and accept all of Assignor's rights, titles and interests in, to, and under the Transferred Trademark Rights and Transferred Domain Names (as such terms are defined in the Asset Purchase Agreement) and any goodwill of the Business associated with and symbolized by the Transferred Trademark Rights;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

All capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to such terms in the Asset Purchase Agreement.

Assignor hereby irrevocably, without reservation, sells, conveys, assigns and transfers to Assignee (and to Assignee's successors and assigns), and Assignee hereby purchases, acquires and accepts all of Assignor's rights, titles and interests in, to and under the Transferred Trademark Rights, including the Transferred Trademark Rights set forth on Schedule A attached hereto, and to the Transferred Domain Names, including the Transferred Domain Names set forth on Schedule B attached hereto, together with all benefits, privileges, causes of action, and remedies arising out of or relating to the Transferred Trademark Rights and Transferred Domain Names or the exploitation thereof, including, without limitation, the right to apply for and maintain any applications, registrations or renewals therefor, all rights to bring an action, whether at law or in equity, for infringement, dilution, or other violation of the Transferred Trademark Rights and Transferred Domain Names, against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, or other violation of the Transferred Trademark Rights or Transferred Domain Names, and any goodwill of the Business associated with and symbolized by the Transferred Trademark Rights.

Assignor agrees to execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in the Assignee and/or its designees the Transferred Trademark Rights and the Transferred Domain Names in accordance with and subject to the limits of the Asset Purchase Agreement and Section 7.7 thereof.

This Assignment shall be effective as of the Effective Date.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same assignment, it being understood that the parties hereto need not sign the same counterpart.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles or rules of such state, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

JOHNSON & JOHNSON:

Place:

By:



Title: ASSISTANT SECRETARY

BLACKSMITH BRANDS, INC.:

Place:

By: _____

Title: _____

[Signature Page to Assignment of Transferred Trademark Rights
and Transferred Domain Names]

TRADEMARK
REEL: 004087 FRAME: 0682

Assignor agrees to execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in the Assignee and/or its designees the Transferred Trademark Rights and the Transferred Domain Names in accordance with and subject to the limits of the Asset Purchase Agreement and Section 7.7 thereof.

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This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles or rules of such state, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

JOHNSON & JOHNSON:

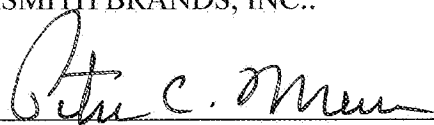
Place:

By: _____

Title: _____

BLACKSMITH BRANDS, INC.:

Place:

By: 

Title: _____

[Signature Page to Assignment of Transferred Trademark Rights
and Transferred Domain Names]

TRADEMARKS

| TRADEMARK IDENTIFICATION | ASSIGNOR |
|---|-------------------|
| Trademark: JUST WHAT THEY NEED Country: UNITED STATES OF AMERICA Reg No: 3133893 | Johnson & Johnson |
| Trademark: GENTLE VAPORS Country: UNITED STATES OF AMERICA Reg No: 3175025 | Johnson & Johnson |
| Trademark: NASALCROM Country: UNITED STATES OF AMERICA Reg No: 1293844 | Johnson & Johnson |
| Trademark: NASALCROM Country: UNITED STATES OF AMERICA Reg No: 2341492 | Johnson & Johnson |
| Trademark: NASALCROM Country: UNITED STATES OF AMERICA Reg No: 2511675 | Johnson & Johnson |
| Trademark: DESIGN OF A CHILD SLEEPING AT NIGHT (FOR PEDIA CARE) Country: UNITED STATES OF AMERICA Reg No: 3612911 | Johnson & Johnson |
| Trademark: DESIGN OF A MOTHER AND CHILD (FOR PEDIA CARE) Country: UNITED STATES OF AMERICA Reg No:3603031 | Johnson & Johnson |
| Trademark: DESIGN OF A MOTHER AND INFANT (FOR PEDIA CARE) Country: UNITED STATES OF AMERICA Reg No: 3612912 | Johnson & Johnson |
| Trademark: PEDIA CARE Country: UNITED STATES OF AMERICA Reg No: 2911609 | Johnson & Johnson |
| Trademark: PEDIA CARE Country: UNITED STATES OF AMERICA Reg No: 1445906 | Johnson & Johnson |
| Trademark: PEDIA CARE Country: UNITED STATES OF AMERICA Reg No: 3235057 | Johnson & Johnson |
| Trademark: PEDIACARE. RECOMMENDED BY PEDIATRICIANS. TRUSTED BY MOMS. Country: UNITED STATES OF AMERICA Reg No: 2994365 | Johnson & Johnson |
| Trademark: LUDEN'S | Johnson & Johnson |

| TRADEMARK IDENTIFICATION | ASSIGNOR |
|---|-------------------|
| Country: UNITED STATES OF AMERICA Reg No: 1599161 | |
| Trademark: LUDEN'S GREAT TASTING WILD CHERRY THROAT DROPS AND DESIGN Country: UNITED STATES OF AMERICA Reg No: 1811404 | Johnson & Johnson |
| Trademark: TRUSTED LU DEN'S CARE EVERYONE NEEDS A LITTLE TLC Country: UNITED STATES OF AMERICA Reg No: 2890089 | Johnson & Johnson |
| Trademark: CONFIDENT CLEAN OF EFFERDENT Country: UNITED STATES OF AMERICA Reg No: 3555227 | Johnson & Johnson |
| Trademark: EFFERDENT Country: CANADA Reg No: TMA147538 | Johnson & Johnson |
| Trademark: EFFERDENT Country: CANADA Reg No: TMA196588 | Johnson & Johnson |
| Trademark: EFFERDENT Country: PUERTO RICO Reg No: 19315 | Johnson & Johnson |
| Trademark: EFFERDENT Country: UNITED STATES Reg No: 0728959 | Johnson & Johnson |
| Trademark: EFFERDENT E AND DESIGN Country: UNITED STATES Reg No: 1952935 | Johnson & Johnson |
| Trademark: EFFERDENT PLUS Country: UNITED STATES Reg No: 1922788 | Johnson & Johnson |
| Trademark: EFFERDENT PLUS & DESIGN Country: UNITED STATES Reg No: 1964230 | Johnson & Johnson |
| Trademark: EFFERDENT PLUS & DESIGN Country: UNITED STATES Reg No: 1964228 | Johnson & Johnson |
| Trademark: EFFER-GRIP Country: UNITED STATES Reg No: 0945934 | Johnson & Johnson |

Schedule B**DOMAIN NAMES**

| Domain Name | Assignor | Registration Date | Expiration/Renewal Date |
|--------------------|-------------------|--------------------------|--------------------------------|
| ludens.com | Johnson & Johnson | 3/8/1999 | 3/08/2010 |
| pediacare.biz | Johnson & Johnson | 4/22/2008 | 4/22/2010 |
| pediacare.com | Johnson & Johnson | 10/10/1996 | 10/9/2010 |
| pediacare.info | Johnson & Johnson | 11/7/2008 | 11/7/2010 |
| pediacare.net | Johnson & Johnson | 4/4/2000 | 4/4/2010 |
| pediacare.org | Johnson & Johnson | 4/4/2000 | 4/18/2010 |
| pediacare.us | Johnson & Johnson | 4/19/2002 | 4/18/2011 |
| nasalcrom.info | Johnson & Johnson | 11/7/2008 | 11/7/2010 |
| nasalcrom.biz | Johnson & Johnson | 11/19/2001 | 11/18/2010 |
| nasalcrom.com | Johnson & Johnson | 4/7/2000 | 4/4/2010 |
| nasalcrom.net | Johnson & Johnson | 4/4/2000 | 4/4/2010 |
| nasalcrom.org | Johnson & Johnson | 4/4/2000 | 4/23/2010 |
| nasalcrom.us | Johnson & Johnson | 4/24/2002 | 4/23/2010 |
| efferdent.com | Johnson & Johnson | 5/27/1998 | 5/26/2010 |
| effergrip.com | Johnson & Johnson | 3/6/2003 | 3/6/2010 |