

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
Johnson & Johnson		01/06/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Medtech Products Inc.		
Street Address:	90 North Broadway		
City:	Irvington		
State/Country:	NEW YORK		
Postal Code:	10533		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0527862	DRAMAMINE	
CORRESPONDENCE DATA			
Fax Number:	(423)752-9548		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	423 209-4103		
Email:	mjohanson@bakerdonelson.com, echomyn@bakerdonelson.com		
Correspondent Name:	Micheline Kelly Johnson		
Address Line 1:	633 Chestnut Street		
Address Line 2:	1800 Republic Centre		
Address Line 4:	Chattanooga, TENNESSEE 37450-1800		
ATTORNEY DOCKET NUMBER:	2016563-000044		
NAME OF SUBMITTER:	Micheline Kelly Johnson		
Signature:	/micheline kelly johnson/		

OP \$40.00 0527862

Date:

02/01/2011

Total Attachments: 4

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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 January 6, 2011 ("Effective Date"), by and between Johnson & Johnson, a New Jersey corporation (hereinafter, "Assignor"), and Medtech Products 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 Prestige Brands Holdings, Inc., a Delaware corporation (hereinafter, "Parent"), entered into an Asset Purchase Agreement dated as of December 15, 2010 (the "Asset Purchase Agreement");

WHEREAS, Parent has assigned its rights and obligations under the Asset Purchase Agreement to Assignee as provided by Section 10.3 thereof; and

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: *New Brunswick, N.J., USA*

By: *[Signature]*

Title: *Assistant Secretary*

MEDTECH PRODUCTS INC.:

Place:

By: _____

Title: _____

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: _____

MEDTECH PRODUCTS INC.:

Place:

By: *W. H. [Signature]*

Title: *Secretary & General Counsel*

TRADEMARKS

Trademark: DRAMAMINE

Country: UNITED STATES OF AMERICA

Reg No: 527862

Expiration Date: 07/18/2020

Filing Date: 03/17/1949

Reg Date: 07/18/1950

Goods: 05 Dimenhydrinate tablets useful in the prevention and treatment of motion sickness, nausea, and vomiting, and a histamine antagonist.

Trademark: DRAMAMINE

Country: PUERTO RICOREG No: 29917

Expiration Date: 02/26/2011

Filing Date: 10/01/1990

Reg Date: 02/26/1991

Goods: 05 PP IN LIQUID & TABLET FORMS, ESPECIALLY DIMENHYDRINATE FOR THE PREVENTION & TMT OF MOTION SICKNESS, NAUSEA & VOMITING