## 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
Braintree Laboratories, Inc.		10/23/2006	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	Schering-Plough HealthCare Products, Inc.	
Street Address:	3030 Jackson Avenue	
City:	Memphis	
State/Country:	TENNESSEE	
Postal Code:	38151	
Entity Type:	CORPORATION:	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76525499	MIRALAX PF
Registration Number:	2441520	MIRALAX-ACTIV
Registration Number:	2443323	MIRALAX-ATIV
Registration Number:	2579270	MIRALAXATIVE
Registration Number:	2982512	MIRALAX
Registration Number:	3120379	MIRALAX

#### **CORRESPONDENCE DATA**

Fax Number: (908)298-4817

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

Phone: (908) 298-3985

Email: trademarkus@spcorp.com

Correspondent Name: Sophie B. Anger

Address Line 1: 2000 Galloping Hill Road

Address Line 2: K-6-1 M1030

Address Line 4: Kenilworth, NEW JERSEY 07033-0530

**TRADEMARK** 

REEL: 003447 FRAME: 0654

ATTORNEY DOCKET NUMBER:	MIRALAX TRADEMARKS - 6	
NAME OF SUBMITTER:	Sophie B. Anger	
Signature:	/Sophie B. Anger/	
Date:	12/19/2006	
Total Attachments: 2 source=TM ASSIGNMENT MiraLAX#page1.tif source=TM ASSIGNMENT MiraLAX#page2.tif		

TRADEMARK REEL: 003447 FRAME: 0655

#### TRADEMARK ASSIGNMENT

The effective date of this Trademark Assignment is the 23rd day of October 2006, by BRAINTREE LABORATORIES, INC., a Massachusetts corporation, having a principal business address at 60 Columbian Street West, Braintree, Massachusetts 02185 ("Assignor"), in favor of SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC., a Delaware corporation, having a principal business address at 3030 Jackson Avenue, Memphis, Tennessee 38151 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the U.S. trademark registrations and application set forth on the attached Schedule ("Marks"), and common law rights thereof, and the goodwill of the business developed through the use of the trademarks.

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Marks, and common law rights thereof, and the goodwill developed through use of the trademarks, and Assignee is a successor to a portion of the business of Assignor to which the Marks pertain and such business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, the entire right, title, and interest in and to the Marks, and common law rights thereof, and the goodwill of the business symbolized by the trademarks. All rights and privileges, including the right to sue for and receive all damages from the past infringements of the Marks, will be held and enjoyed by the Assignee, its successors, assigns, and other legal representatives.

BRAINTREE LABORATORIES, INC.

WITNESS:

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TRADEMARK REEL: 003447 FRAME: 0656

# United States SCHEDULE

TRADEMARKS	Registration / Application No.	Regn./Appln. Date
MIRALAX-ACTIV	2441520	April 3, 2001
MIRALAX-ATIV	2443323	April 10, 2001
MIRALAXATIVE	2579270	June 11, 2002
MIRALAX	2982512	Aug. 9, 2005
MIRALAX	3120379	July 25, 2006
MIRALAX PF	76/525499	June 25, 2003

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**RECORDED: 12/19/2006** 

TRADEMARK REEL: 003447 FRAME: 0657