

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

CH \$115.00 1609550

| | |
|---|-----------------|
| NAME OF SUBMITTER: | Brian M. Gaynor |
| Signature: | /brian gaynor/ |
| Date: | 09/18/2008 |
| Total Attachments: 8 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.

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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: *[Signature]*

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 |