

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caldwell Consumer Health, LLC		09/17/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	3 Terry Drive, Suite 102
City:	Newtown
State/Country:	PENNSYLVANIA
Postal Code:	18940
Entity Type:	Banking corporation:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1502774	CONCEPTROL
Registration Number:	1609550	CONCEPTROL
Registration Number:	0657655	DELFIN
Registration Number:	1394574	FRESH 'N BRITE
Registration Number:	1206690	GYNOL II
Registration Number:	2291301	HEALTHY WOMAN
Registration Number:	2443100	HEALTHY WOMAN
Registration Number:	2506435	HEALTHY WOMAN
Registration Number:	1280608	STIM-U-DENT
Registration Number:	1155160	WART-OFF

CORRESPONDENCE DATA

Fax Number: (866)422-6379
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 1502774

Phone: 717.255.1195
Email: newmana@pepperlaw.com
Correspondent Name: Anne D. Newman
Address Line 1: 100 Market Street, Suite 200
Address Line 4: Harrisburg, PENNSYLVANIA 17101-2044

ATTORNEY DOCKET NUMBER:	111112.00109
NAME OF SUBMITTER:	Anne D. Newman
Signature:	/annednewman/
Date:	09/18/2008

Total Attachments: 14

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NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated the 17th day of September, 2008, by CALDWELL CONSUMER HEALTH, LLC., a Delaware limited liability company (the "Borrower") to and in favor of SOVEREIGN BANK (the "Lender").

WHEREAS, Borrower is the owner of certain Collateral as listed in Exhibits A, B, C, D and E hereto; and


WHEREAS, Lender has made loans to Borrower on the condition, among others, that Borrower pledge and grant to Lender, as collateral for the Obligations (as defined in the IP Security Agreement described below), a security interest and lien in and to such Collateral and application therefor described above, including without limitation the registrations thereof, the goodwill associated therewith and other related claims and rights (the "IP") as more fully described in that certain Intellectual Property Security Agreement by Borrower in favor of Lender dated September 17, 2008 (as it may be amended, restated or modified from time to time, the "IP Security Agreement");

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound, as security for the due and timely payment and performance of the Obligations, Borrower hereby pledges, grants and assigns to a security interest and lien in and to all rights, title and interest in and to the aforesaid IP, and gives notice of such security interest and the existence of such IP Security Agreement providing therefor.


[Signature Page Follows]

Executed as of the date first above written.

CALDWELL CONSUMER HEALTH, LLC

By: 
Name: Jeffrey L. Wasserman
Title: President

SOVEREIGN BANK

By: 
Name: Ellen Gibbin Dodel
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Philadelphia)

) :ss.

On this, the 17th day of September, 2008, before me Jeffrey L. Wasserman, the undersigned officer, personally appeared Jeffrey L. Wasserman, who acknowledged himself to be the President of CALDWELL CONSUMER HEALTH, LLC, a Delaware limited liability company, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as President.

In witness whereof, I hereunto set my hand and official seals.

[seal]

Jeffrey L. Wasserman
NOTARY PUBLIC

Commonwealth of Pennsylvania
NOTARIAL SEAL
JACQUELINE Y. EASTRIDGE, NOTARY PUBLIC
CITY OF PHILADELPHIA, COUNTY OF PHILADELPHIA
MY COMMISSION EXPIRES AUGUST 4, 2010

EXHIBIT A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None.

EXHIBIT B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.

EXHIBIT C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

1. Caldwell will have a license under Section 7.3 of each of (a) Asset Purchase Agreement by and between Johnson & Johnson Healthcare Products, Division of McNeil-PPC, Inc. and Caldwell Pharmaceuticals, LLC [Fresh-N-Brite Toothpaste; Wart Off Wart Remover and Healthy Woman Soy Supplement], (b) Asset Purchase Agreement by and between Johnson & Johnson Healthcare Products, Division of McNeil-PPC, Inc. and Caldwell Pharmaceuticals, LLC [Stim-U-Dent Plaque Removers] and (c) Asset Purchase Agreement by and between McNeil-PPC, Inc. and Caldwell Pharmaceuticals, LLC [Conceptrol; Gynol II and Delfen] to use Johnson and Johnson trademarks for 90 days post-closing to sell out inventory.

EXHIBIT D
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

US Trademarks

Trademark	Status	Serial No./ Reg. No.	Filing Date Reg. Date
CONCEPTROL	Renewed	73/708727 1502774	2/1/88 9/6/08
CONCEPTROL	Renewed	74/008487 1609550	12/7/89 8/14/90
DELFIN	Renewed	72/000509 657655	1/11/56 1/28/58
FRESH 'N' BRITE	Renewed	73/536/742 1394574	5/9/85 5/27/86
GYNOL II	Renewed	73/280655 1206690	10/6/80 8/31/82
HEALTHY WOMAN	Registered	75/126947 2291301	6/28/96 11/9/99
HEALTHY WOMAN	Registered	75/541701 2443100	8/24/98 7/27/99
HEALTHY WOMAN & Design	Registered	76/162945 2506435	11/13/00 11/13/01
STIM-U-DENT	Renewed	73/379883 1280608	8/13/82 6/5/84
WART OFF	Renewed	73/237907 1155160	11/5/79 5/19/81

Foreign Trademarks

Trademark	Country	Appl. No./ Reg. No.	Filing Date/ Reg. Date
HEALTHY WOMAN	Argentina	1855303	
STIM-U-DENT	Argentina	2741534	
STIM-U-DENT	Argentina	2741535	
STIM-U-DENT	Argentina	2741536	
HEALTHY WOMAN & Design	Australia	869205	3/14/2001
STIM-U-DENT	Australia	320059	7/17/1978
STIM-U-DENT	Australia	320060	7/17/1978
STIM-U-DENT	Australia	320061	7/17/1978
HEALTHY WOMAN	Bahrain	29947	
HEALTHY WOMAN & Design	Benelux	977616 677507	11/14/2000
STIMUDENT	Benelux	752649 483299	9/28/1990
STIM-U-DENT	Benelux	519706 14544	4/7/1971
HEALTHY WOMAN	Bolivia	110153-C	
STIM-U-DENTS	Bolivia		
STIM-U-DENTS	Bolivia		
HEALTHY WOMAN	Brazil	822601729	3/3/2000
HEALTHY WOMAN	Brazil	823044475	8/3/2000
STIM-U-DENT	Brazil	6953166	9/18/78 7/10/79
HEALTHY WOMAN	Cambodia	12986	

Trademark	Country	Appl. No./ Reg. No.	Filing Date/ Reg. Date
STIM-U-DENT	Canada	321548 TMA169067	4/15/69 5/8/70
HEALTHY WOMAN & Design	Chile	60351	
STIM-U-DENT	Chile	597978	
HEALTHY WOMAN	China	1720564	9/20/00 2/28/02
HEALTHY WOMAN	Colombia	87800	
STIM-U-DENT	Colombia	143460	
HEALTHY WOMAN	Costa Rica		
HEALTHY WOMAN & Design	Denmark	VA 1348 2000 VR 2015 2000	3/24/00 5/8/00
HEALTHY WOMAN	Dominica	42	
HEALTHY WOMAN	Dominican Republic	114566	
HEALTHY WOMAN	Ecuador	11183	
STIM-U-DENT	Ecuador	170047	4/21/2006
HEALTHY WOMAN	El Salvador	182/119	
STIM-U-DENT	El Salvador	111/125	
HEALTHY WOMAN	Estonia	M200000278 34326	7/2/2001
HEALTHY WOMAN	Fiji	198	
HEALTHY WOMAN & Design	Finland	200102064 224270	6/26/01 6/28/02
HEALTHY WOMAN	Georgian Republic	13827	
HEALTHY WOMAN	Greece	143403	
HEALTHY WOMAN	Greece	146751	

Trademark	Country	Appl. No./ Reg. No.	Filing Date/ Reg. Date
STIM-U-DENT	Greece	41913	
HEALTHY WOMAN	Guatemala	105185	
STIM-U-DENT	Guatemala	111700	
STIM-U-DENT	Guatemala	57813	
HEALTHY WOMAN	Honduras	83841	
STIM-U-DENT	Honduras	50776	
HEALTHY WOMAN (Stylized)	Iceland	779	
HEALTHY WOMAN	India	944900	
HEALTHY WOMAN	Indonesia	472313	
HEALTHY WOMAN & Design	International Register	755732	3/23/2001
STIMUDENT	International Register	567010	1/25/1991
STIM-U-DENT	International Register	357689	6/23/1989
STIM-U-DENT	International Register	477968	
STIM-U-DENTS	International Register	278868	
STIM-U-DENT	Ireland	70533B	4/7/1966
HEALTHY WOMAN & Design	Jamaica	38629	
HEALTHY WOMAN	Japan	2001-037441 4563352	4/23/01 4/26/02
STIM-U-DENT	Japan	S62-108725 2194872	9/29/87 12/25/89
HEALTHY WOMAN	Jordan	56913	
HEALTHY WOMAN	Laos	7515	

Trademark	Country	Appl. No./ Reg. No.	Filing Date/ Reg. Date
HEALTHY WOMAN	Lebanon	83602	
STIM-U-DENTS	Lebanon		
HEALTHY WOMAN & Design	Lithuania	20010047 43487	1/12/01 8/20/01
HEALTHY WOMAN (Stylized)	Malta	31280	
HEALTHY WOMAN	Mexico	413816 651334	3/3/00 4//00
HEALTHY WOMAN	Mexico	466843 695016	1/19/01 4//01
HEALTHY WOMAN & Design	New Zealand	633743	3/9/2001
STIM-U-DENT	New Zealand	80075	12/6/1965
HEALTHY WOMAN	Nicaragua	1311	
HEALTHY WOMAN & Design	Norway	20002901 206295	3/13/00 12/28/00
STIM-U-DENT	Norway	199103681 161728	7/23/91 3/10/94
HEALTHY WOMAN	Oman	22024	
HEALTHY WOMAN	Panama	106592	
HEALTHY WOMAN	Paraguay	256055	
HEALTHY WOMAN	Peru	64033	
WART-OFF	Philippines	4-2005- 0114654	
HEALTHY WOMAN	Qatar	22487	
STIM-U-DENTS	South Africa		
STIM-U-DENTS	South Africa		
STIM-U-DENT	Spain	2232639	5/6/99 5/5/00

Trademark	Country	Appl. No./ Reg. No.	Filing Date/ Reg. Date
STIM-U-DENT	Spain	589764	
STIM-U-DENTS & Design	Spain	305820	4/3/56 8/16/06
HEALTHY WOMAN	St. Kitts & Nevis	5070	
HEALTHY WOMAN	St. Lucia	98	
HEALTHY WOMAN & Design	Sweden	2001/03690 357792	6/6/01 9/6/02
STIM-U-DENT	Sweden	1969/02388 130405	5/23/69 3/6/70
HEALTHY WOMAN	Taiwan	89008751 930058	2/21/00 2/16/01
HEALTHY WOMAN	Taiwan	4226	
HEALTHY WOMAN & Design	Thailand	139187	
WART-OFF	Thailand	4/1999/04869	
HEALTHY WOMAN & Design	United Kingdom	2263239	3/6/01 8/24/01
HEALTHY WOMAN	Uruguay	321067	
HEALTHY WOMAN	Venezuela	228031	
HEALTHY WOMAN & Design	Venezuela	228162	
STIM-U-DENT	Venezuela	233771	
STIM-U-DENT	Venezuela	233772	
HEALTHY WOMAN	Vietnam	39453	
HEALTHY WOMAN & Design	Zimbabwe	176	

EXHIBIT E
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Internet Domain Names

Domain
delfen.com
freshnbrite.asia
freshnbrite.biz
freshnbrite.com
freshnbrite.info
freshnbrite.mobi
freshnbrite.net
freshnbrite.org
freshnbrite.tv
freshnbrite.us
gynol.com
healthywoman.com.cn
healthywoman.asia
healthywoman.be
healthy-woman.ca
healthywoman.cl
healthywoman.cn
healthywoman.co.kr
healthywoman.com.au
healthywoman.com.ec
healthywoman.com.pe
healthywoman.com.tw

Domain
healthywoman.ec
healthywoman.es
healthywoman.eu
healthywoman.hk
healthywoman.im
healthywoman.in
healthywoman.info
healthywoman.kr
healthywoman.mobi
healthywoman.net
healthywoman.pe
healthywoman.pk
healthywoman.se
healthywoman.tw
healthywoman.vn
stimudent.biz
stimudent.ca
stimudent.com
stim-u-dent.eu
stimudent.info
stimudent.us
wart-off.asia

Domain
wartoff.biz
wart-off.co.cr
wartoff.com
wart-off.com
wart-off.cr
wartoff.info
wartoff.mobi
wartoff.net
wartoff.org
wart-off.rs
wart-off.tv
wartoff.us

