

## TRADEMARK ASSIGNMENT

Electronic 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
AVENTISUB II INC.		03/30/2012	CORPORATION: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	0717787	DEBROX	
Registration Number:	0681380	GLY-OXIDE	
CORRESPONDENCE DATA			
Fax Number:	4237529548		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	423 209-4103		
Email:	mjohnson@bakerdonelson.com, echomyn@bakerdonelson.com		
Correspondent Name:	Micheline Kelly Johnson		
Address Line 1:	633 Chestnut Street, 1800 Republic Centr		
Address Line 2:	Baker, Donelson, Bearman, Caldwell		
Address Line 4:	Chattanooga, TENNESSEE 37450-1800		
ATTORNEY DOCKET NUMBER:	2016563-0095		
NAME OF SUBMITTER:	Micheline Kelly Johnson		
Signature:	/micheline kelly johnson/		

OP \$65.00 0717787

TRADEMARK

Date:

04/20/2012

**Total Attachments: 5**

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made effective as of March 30, 2012 between AVENTISUB II INC., a Delaware corporation ("Assignor"), and MEDTECH PRODUCTS INC., a Delaware corporation ("Assignee").

WHEREAS, Prestige Brands Holdings, Inc., a Delaware corporation and an Affiliate of Assignee ("PB"), and GlaxoSmithKline Consumer Healthcare, L.P. (formerly SmithKline Beecham Consumer Healthcare, L.P.), a Delaware limited partnership ("GSKCH"), and certain affiliates of GSKCH are parties to that certain Business Sale and Purchase Agreement dated as of December 20, 2011 ("Asset Purchase Agreement") pursuant to which PB has purchased the trademarks and trademark registrations specified in Schedule A hereto (the "Trademarks"); and

WHEREAS, PB has assigned its rights and obligations under the Asset Purchase Agreement to Assignee by way of an assignment and assumption agreement; and

WHEREAS, Assignor is a limited partner of GSKCH and is contractually obligated to assign the Trademarks to Assignee in accordance with this Assignment.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment.

(a) Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all right, title and interest of Assignor in and to the Trademarks, together with the associated goodwill and all common law and related rights thereto in the United States of America and its territories and possessions, including the Commonwealth of Puerto Rico (the "Territory"); *excluding, however*, (i) any right to sue for infringement prior to the date hereof, and (ii) rights outside of the Territory.

(b) Assignor, as the registered holder of the Trademarks, hereby authorizes and requests the Commissioner for Trademarks of the United States or such equivalent official in the Territory to transfer ownership of the Trademarks to Assignee, its successors and assigns, in accordance with the terms of this Assignment, or otherwise as Assignee may direct.

(c) This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns.

(d) Assignor hereby agrees to execute and deliver such further documents and instruments and take such additional actions as Assignee may reasonably request in order to more fully effect the provisions of this Assignment.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that it is the legal owner of the U.S. Federal trademark registrations for the Trademarks specified in Schedule A hereto, and may validly assign such registrations to Assignee pursuant to this Assignment. For clarity, this warranty shall only apply for such registrations, and does not apply to common law or other rights related to the Trademarks. Notwithstanding, Assignor represents and warrants to Assignee that it is not aware of any common law users of the marks as of the date hereof.

3. Acknowledgements. Assignee acknowledges and agrees that, other than as set forth in Clause 2, (a) the Trademarks are assigned by Assignor to Assignee pursuant to this Assignment on an

"AS IS" basis, without any representation, warranty or other obligation on the part of Assignor, and (b) ASSIGNOR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE CONDITION OF THE TRADEMARKS, EXPRESS OR IMPLIED. IN NO EVENT SHALL ASSIGNOR OR ASSIGNEE BE LIABLE UNDER OR WITH RESPECT TO THIS ASSIGNMENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS. GSKCH shall have sole liability for any representations, warranties or other obligations related to the Trademarks pursuant to the Asset Purchase Agreement.

4. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

5. Counterparts. This Assignment may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

*[Remainder of this page left blank intentionally]*

ASSIGNMENT OF TRADEMARKS

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Trademarks as of the date first written above.

Assignor:

AVENTISUB II INC.

Assignee:

MEDTECH PRODUCTS INC.

By: *Sole M. Palladino*

Name: SOLE M. PALLADINO

Title: PRESIDENT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Trademarks as of the date first written above.

Assignor:

AVENTISUB II INC.

Assignee:

MEDTECH PRODUCTS INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: Ron Lombardi

Name: Ronald M. Lombardi

Title: Chief Financial Officer

**SCHEDULE A**  
**LIST OF TRADEMARKS**

<u>Trademark</u>	<u>U.S. Reg. No.</u>	<u>Reg. Date</u>
DEBROX	717787	07/04/1961
GLY-OXIDE	681380	07/07/1959

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