

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370454

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|--|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bayer Consumer Care Holdings LLC | | 07/01/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Miralax LLC | | |
| Street Address: | 100 Bayer Boulevard | | |
| City: | Whippany | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07981 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4202458 | CORRECTOL | |
| Registration Number: | 0648132 | CORRECTOL | |
| Registration Number: | 2069207 | CORRECTOL CARING FOR WOMEN FOR OVER 40 Y | |
| Registration Number: | 2069206 | CORRECTOL CARING FOR WOMEN FOR OVER 40 Y | |
| Registration Number: | 4716461 | CORRECTOL | |
| Registration Number: | 4339835 | DON'T WAIT TO FEEL GREAT | |
| Registration Number: | 3120379 | MIRALAX | |
| Registration Number: | 3412356 | MIRALAX | |
| Registration Number: | 3735255 | MIRALAX | |
| Registration Number: | 3735254 | MIRALAX | |
| Registration Number: | 4426594 | MIRALAX | |
| Registration Number: | 4378029 | | |
| Registration Number: | 3962212 | NEATPAX | |
| Registration Number: | 4150596 | | |
| Registration Number: | 4060645 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4127784432 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4127774860
Email: BayerTrademarkUS@bayer.com
Correspondent Name: Jeffrey M. Gitchel
Address Line 1: 100 Bayer Road
Address Line 4: Pittsburgh, PENNSYLVANIA 15205

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 26003.7123 |
| NAME OF SUBMITTER: | Vanessa A. Ignacio |
| SIGNATURE: | /Vanessa A. Ignacio/ |
| DATE SIGNED: | 01/26/2016 |

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 1st day of July, 2015 (the "Effective Date") by and between Bayer Consumer Care Holdings LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having an office at 100 Bayer Boulevard, Whippany, NJ 07981 (hereinafter referred to as the "Assignor") and MiraLAX LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having an office at 100 Bayer Boulevard, Whippany, NJ 07981 (hereinafter referred to as the "Assignee").

WHEREAS, Assignor owns certain trademarks, service marks, and related registrations including, but not limited to, those listed in Annex A hereto in the United States and Puerto Rico (the "Trademarks"); and

WHEREAS, Assignor wishes to assign its Trademarks to Assignee, and Assignee wishes to acquire the Assignor's Trademarks.

NOW THEREFORE, the parties hereto agree as follows:

1. In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, and the Assignee hereby accepts, any and all right, title and interest in and to the Trademarks, including all associated goodwill.
2. Assignor hereby divests itself of all right, title, and interest in and to Assignor's Trademarks and conveys all right, title, and interest in and to Assignor's Trademarks to Assignee, who shall hold such right, title, and interest in place of Assignor.
3. Assignee shall be solely responsible, at its own cost and expense, for registering, recording or taking any other steps necessary to perfect this assignment of the Trademarks to Assignee. Assignee is responsible for preparing and providing all legal documents reasonably necessary for the recordation of the assignment. Assignor will countersign all legal documents necessary for the recordation of the assignment.
4. Each party shall at its own cost and expense execute and deliver such further documents and instruments, including but not limited to assignment documents, and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the parties hereto determined in accordance with the laws of the State of Delaware, without reference to its choice of laws provisions. Any amendments, modifications, alterations, or supplements to this Agreement shall be made in writing to be legally effective.
6. If any one or more provisions of this Agreement is or becomes invalid, the parties agree to replace said provisions with valid provisions that approximate, as closely as possible, the intent of the original provision. If the parties cannot agree on one or more

replacement provisions, the invalidity of any one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such material importance to the Agreement that it is reasonable to assume that the parties would not have executed the Agreement without them.

7. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the party and its respective heirs, legatees, legal representatives, successors, transferees and assigns.

8. This Agreement is not intended and shall not be construed to be for the benefit of any person or entity other than the parties, an indemnitee or a successor or permitted assignee thereof.

9. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

[signature page follows]

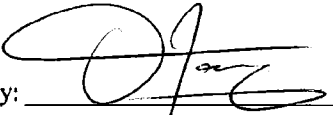
IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

For and on behalf of the Assignee

BAYER CONSUMER CARE HOLDINGS LLC

MIRALAX LLC

By: 
Name: O. MAUROY-BRESSIER
Title: PRESIDENT

By: _____
Name: _____
Title: _____

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

For and on behalf of the Assignee

BAYER CONSUMER CARE HOLDINGS LLC

MIRALAX LLC

By: _____

Name: _____

Title: _____

By: 

Name: Tracy E. Spagnol

Title: Vice President & Treasurer

ANNEX A

Miralax LLC Trademark Schedule

| Country | Trademark | Status | Application No. | Application Date | Registration Number | Registration Date | Class/Goods |
|--------------------------|---|--------|-----------------|------------------|---------------------|-------------------|---|
| United States of America | CORRECTOL | ® | 85/533776 | 2/3/2012 | 4,202,458 | 9/4/2012 | Class 5: LAXATIVES; NUTRITIONAL SUPPLEMENTS, NAMELY, PROBIOTIC COMPOSITIONS; DIETARY AND NUTRITIONAL SUPPLEMENTS; STOOL SOFTENER. |
| United States of America | CORRECTOL (STYLED) | ® | 72/018347 | 10/29/1956 | 648132 | 7/9/1957 | Class 5: A PREPARATION FOR THE TREATMENT OF CONSTIPATION |
| United States of America | CORRECTOL CARTON DESIGN (WITH CORRECTOL) | ® | 75/090348 | 4/18/1996 | 2069207 | 6/10/1997 | Class 5: PREPARATION FOR THE TREATMENT OF CONSTIPATION |
| United States of America | CORRECTOL CARTON DESIGN (WITHOUT CORRECTOL) | ® | 75/090347 | 4/18/1996 | 2069206 | 6/10/1997 | Class 5: PREPARATION FOR THE TREATMENT OF CONSTIPATION |
| United States of America | CORRECTOL Packaging | ® | 86/405,580 | 9/25/2014 | 4,716,461 | 4/7/2015 | Class 5: LAXATIVES |
| United States of America | DON'T WAIT TO FEEL GREAT | ® | 85/591175 | 4/6/2012 | 4339635 | 5/21/2013 | Class 5: LAXATIVES AND STOOL SOFTENERS |
| United States of America | MIRALAX | ® | 78/686831 | 8/5/2005 | 3120379 | 7/25/2006 | Class 5: LAXATIVES |
| United States of America | MIRALAX & DESIGN | ® | 77/097551 | 2/2/2007 | 3412356 | 4/15/2008 | Class 5: LAXATIVES |
| United States of America | MIRALAX & LABEL 30 (IN COLOR) | ® | 77/753736 | 6/5/2009 | 3735255 | 1/5/2010 | Class 5: LAXATIVES |
| United States of America | MIRALAX & LABEL 7 (IN COLOR) | ® | 77/753735 | 6/5/2009 | 3735254 | 1/5/2010 | Class 5: LAXATIVES |
| United States of America | MIRALAX (& Label Design) | ® | 85/746766 | 10/5/2012 | 4,426,594 | 10/29/2013 | Class 5: CI 5: Laxatives |
| United States of America | MIRALAX PINK CAP | ® | 77/519722 | 7/11/2008 | 4378029 | 8/6/2013 | Class 5: LAXATIVE |
| United States of America | NEATPAX | ® | 77/571785 | 9/17/2008 | 3962212 | 5/17/2011 | Class 5: LAXATIVES |
| United States of America | ZEGERID DESIGN WITH CAPSULE | ® | 77/931363 | 2/9/2010 | 4150596 | 5/29/2012 | Class 5: PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF GASTROINTESTINAL PROBLEMS AND DISEASES |
| United States of America | ZEGERID LABEL DESIGN | ® | 77/939589 | 2/19/2010 | 4060645 | 11/22/2011 | Class 5: PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF GASTROINTESTINAL PROBLEMS AND DISEASES |

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REEL: 005715 FRAME: 0657

RECORDED: 01/26/2016