



SWIDLER BERLIN SHEREFF FRIEDMAN
 3000 K STREET N.W. SUITE 300
 WASHINGTON, D.C. 20007
 (202) 424-7500

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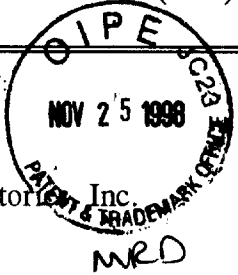
11-25-1998

12-15-1998

U.S. Patent & TMOfc/TM Mail Rpt Dt. #54



<p>1. NAME OF CONVEYING PARTY:</p> <p>Menley & James, Inc. Menley & James Laboratories, Inc.</p>	<p>2. NAME AND ADDRESS:</p> <p>100922712</p> <p>Numark Laboratories, Inc. A New Jersey Corporation 75 Mayfield Avenue Edison, New Jersey 08818</p>
<p>3. NATURE OF CONVEYANCE: <u>11-25-98</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>3a. EXECUTION DATE: November 23, 1998 3b. EFFECTIVE DATE: November 23, 1998</p>	<p>2a. ASSIGNEE A FOREIGN ENTITY: Yes: _____ No: <input checked="" type="checkbox"/></p> <p>2b. DOMESTIC REPRESENTATIVE DESIGNATED: Yes: _____ No: <input checked="" type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>75/380,467 Additional numbers attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> How many? _____</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>200,194 Additional numbers attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> How many? <u>42</u></p>
<p>5. NAME AND ADDRESS OF CORRESPONDENT:</p> <p>Mary Pat Atwood Swidler Berlin Shereff Friedman 3000 K Street, N.W. Suite 300 Washington, D.C. 20007</p>	<p style="text-align: center;">E</p>
<p>6. TOTAL NUMBER OF TITLES: 44</p> <p>7. TOTAL FEE: \$1115.00</p> <p>8. CHARGE FEES TO: (File cover page in duplicate)</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><u>Mary Pat Atwood</u> Date: <u>Nov. 25</u>, 1998</p> <p style="text-align: right;">Page 1 of 15</p>



I hereby certify that the foregoing assignment was deposited with the United States Postal Service as EXPRESS MAIL, postage prepaid to the Assistant Commissioner of Trademarks, U.S. Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 25 day of November 1998.

Mary Pat Atwood

Express Mail No. EE 474452661US

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 02 FC:482 1075.00 OP

TRADEMARK
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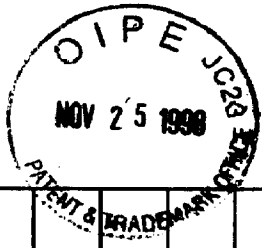


SCHEDULE 1

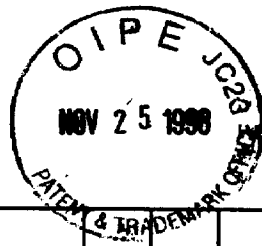
REGISTRATION NUMBER	DESCRIPTION (OR APPLICABLE DATE)	OWNER (STATE)	IND. CLASS.
MEN	12539	(State) Puerto Rico	5
AQUA CARE	(75/380,467)	U.S.	3
CONTI (Stylized)	200,914	U.S.	3
YODORA	246,009	U.S.	3
KREML (Stylized)	249,390	U.S.	3
CONTI and Design	276,709	U.S.	3
SERUTAN (Stylized)	321,750	U.S.	5
ASTHMANEFRIN (Stylized)	336,961	U.S.	5
THERMOTABS	355,843	U.S.	5
5 DAY	363,089	U.S.	3,5
S.T. 37 (Stylized)	382,842	U.S.	3,5
LADY ESTHER (Stylized)	412,428	U.S.	3

PHLEGAL: #609202 v1 (D22@011:WPD)

REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY	INTL CL. CLASS	
ACNOMEL	433,983	11/4/47	U.S.	5
DUO	520,283	1/24/50	U.S.	5
AMITONE	558,444	5/6/52	U.S.	5
TROPHITE (Stylized)	559,269	5/27/52	U.S.	5
ALBOLENE (Stylized)	563,458	8/26/52	U.S.	3
PRETTY FEET	681,938	7/14/59	U.S.	3
PLATE-WELD	705,714	10/11/60	U.S.	10
ACRYLINE	711,938	2/28/61	U.S.	10
LIQUIPRIN	714,626	5/2/61	U.S.	5
VENTURE	826,501	3/28/67	U.S.	3
PLATE-WELD	834,833	9/5/67	U.S.	10
ORNEX	891,499	5/26/70	U.S.	5
BENZEDREX	896,775	8/18/70	U.S.	5
FEMIRON	902,507	11/17/70	U.S.	5
BENZEDREX	915,607	6/29/71	U.S.	5
ROSE MILK	946,443	10/31/72	U.S.	3



PHLEGAL: #609202 v1 (D22@011:WPD)



REGISTRATION INFORMATION		REGISTRATION/		OFFICES	
SERIAL NUMBER		PUBLIC OFFICE		STATUS	
AQUACARE	955,917	3/20/73	U.S.	3	
A.R.M.	995,558	10/15/74	U.S.	5	
ASTHMAHALER (Stylized)	1,025,084	11/18/75	U.S.	5	
HOLD	1,039,993	5/25/76	U.S.	5	
PRETTY FEET AND HANDS	1,083,105	1/24/78	U.S.	3	
HOLD	1,089,022	4/11/78	U.S.	5	
ROSE MILK and Design	1,134,941	5/13/80	U.S.	3	
AQUACARE/HP	1,145,608	1/13/81	U.S.	3	
LIQUIPRIN	1,173,859	10/20/81	U.S.	5	
ZONITORS	1,203,313	83/82	U.S.	5	
DUO and Design	1,314,204	1/15/85	U.S.	3	
CONGESTAC	1,327,966	4/2/85	U.S.	5	
ZONITE (Stylized)	1,532,631	4/4/89	U.S.	5	
AVAIL	1,552,451	8/22/89	U.S.	5	

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REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY	IN CLASS
1,752,158	2/16/93	U.S.	3
1,797,455	10/12/93	U.S.	3
1,917,124	9/5/95	U.S.	3

PHLEGAL: #609202 v1 (D22@011.WPD)

TRADEMARK ASSIGNMENT

This Assignment is made on this 23rd day of November, 1998, by Menley & James, Inc. and Menley & James Laboratories, Inc., both Delaware corporations (collectively, "Assignor"), for the benefit of Numark Laboratories, Inc., a New Jersey corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated August 21, 1998, as amended by Amendment No. 1 dated October 13, 1998, and Amendment No. 2 dated November 11, 1998, between Assignor and Assignee ("Agreement"), Assignor agreed to assign to Assignee certain trademarks described in Schedule 1 in consideration of certain payments by Assignee to Assignor (as more fully described in the Agreement); and

WHEREAS, Assignor and Assignee desire to confirm such transfer pursuant to this Assignment.

NOW, THEREFORE, in consideration of the receipt of the payments described above and for other good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property (as defined in the Agreement), including the trademarks listed in Schedule 1, together with the goodwill associated therewith and symbolized thereby, and the registrations thereof and applications therefor, including the right to sue for past infringement, if there may be any (collectively, the "Property").

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, as appropriate, to record Assignee as the owner of and/or to issue in accordance with this instrument all registrations of the Property and all applications for any of the same, which are assigned to Assignee by this instrument.

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of New York.

This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement shall survive the execution and delivery of this Assignment.

This Assignment is subject in all events to the terms and conditions of the Agreement. In the event of a conflict or inconsistency between this Assignment and the Agreement, the terms of the Agreement shall prevail.


The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and are for the sole benefit of the parties hereto and their respective successors and permitted assigns. Such covenants and agreements shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.

This Assignment may be executed in two or more counterparts and by facsimile, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.


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IN WITNESS WHEREOF, the undersigned has duly executed this Assignment on the date first-above written.

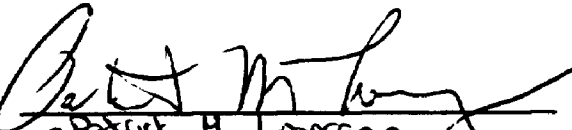

**MENLEY & JAMES LABORATORIES,
INC.**

By: 
Lawrence D. White
President

MENLEY & JAMES, INC.

By: 
Lawrence D. White
President

NUMARK LABORATORIES, INC.

By: 
Name: David H. Langan
Title: 

STATE OF PENNSYLVANIA

:

SS

COUNTY OF MONTGOMERY

:

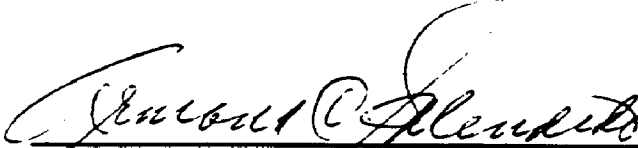
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On this 23 day of November, 1998, personally appeared

LAWRENCE WHITE, to me known and known to me to be the PRESIDENT of

Menley & James Laboratories, Inc., and acknowledged that he executed the foregoing

Assignment on behalf of Menley & James Laboratories, Inc. pursuant to due authority.


Notary Public

My commission expires: February 26, 2001

(Notarial Seal)

Notarial Seal
Armand C. Splendido, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Feb. 26, 2001

Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

:
:
: SS

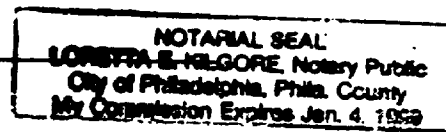
On this 23rd day of November, 1998, personally appeared

Lawrence White, to me known and known to me to be the President of

Menley & James, Inc., and acknowledged that he executed the foregoing Assignment on behalf of Menley & James, Inc. pursuant to due authority.

Loisetta E. Kilgore
Notary Public

My commission expires: _____



(Notarial Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

:
:
: SS

On this 23rd day of November, 1998, personally appeared

PATRICK WERGAND to me known and known to me to be the PRESIDENT of

Numark Laboratories, Inc., and acknowledged that he executed the foregoing Assignment

on behalf of Numark Laboratories, Inc. pursuant to due authority.

Deborah A. Benish
Notary Public

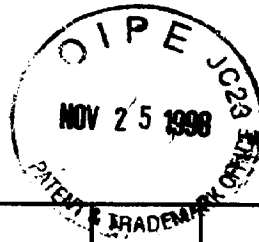
My commission expires: _____

(Notarial Seal)

DEBORAH A. BENISH
Notary Public, State of New York
No. 01BE5031880
Qualified in Orange County
Certificate Filed in New York County
Commission Expires August 15, 2000

SCHEDULE I

REGISTRATION SERIAL NUMBER	REGISTRATION DATE	CLASS	END CLASS
MEN	12539	(State) Puerto Rico	5
AQUA CARE	(75/380,467)	U.S.	3
CONTI (Stylized)	7/14/25	U.S.	3
YODORA	8/28/28	U.S.	3
KREML (Stylized)	11/13/88	U.S.	3
CONTI and Design	10/28/30	U.S.	3
SERUTAN (Stylized)	2/12/35	U.S.	5
ASTHMANEFRIN (Stylized)	7/21/36	U.S.	5
THERMOTABS	4/5/38	U.S.	5
5 DAY	12/13/38	U.S.	3,5
S.T. 37 (Stylized)	11/12/40	U.S.	3,5
LADY ESTHER (Stylized)	3/6/45	U.S.	3

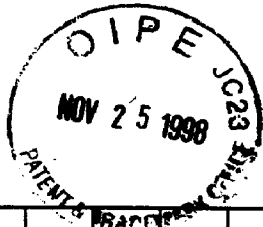


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ACNOMEL	433,983	11/4/47	U.S. 5
DUO	520,283	1/24/50	U.S. 5
AMITONE	558,444	5/6/52	U.S. 5
TROPHITE (Stylized)	559,269	5/27/52	U.S. 5
ALBOLENE (Stylized)	563,458	8/26/52	U.S. 3
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PLATE-WELD	834,833	9/5/67	U.S. 10
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ASTHMAHALER (Stylized)	11/18/75	U.S.	5
HOLD	5/25/76	U.S.	5
PRETTY FEET AND HANDS	1/24/78	U.S.	3
HOLD	4/11/78	U.S.	5
ROSE MILK and Design	5/13/80	U.S.	3
AQUACARE/HP	1/13/81	U.S.	3
LIQUIPRIN	10/20/81	U.S.	5
ZONITORS	83/82	U.S.	5
DUO and Design	1/15/85	U.S.	3
CONGESTAC	4/2/85	U.S.	5
ZONITE (Stylized)	4/4/89	U.S.	5
AVAIL	8/22/89	U.S.	5

PHLEGAL: #609202 v1 (D22@011.WPD)

DESCRIPTION	REGISTRATION NO.	REGISTRATION DATE	COUNTRY	INITIALS
ALBOLENE	1,752,158	2/16/93	U.S.	3
BEAU KREML	1,797,455	10/12/93	U.S.	3
MAGIC LABEL	1,917,124	9/5/95	U.S.	3



PHLEGAL: #609202 v1 (D22@011.WPD)