

MATHEWS, COLLINS, SHEPHERD & GOULD, F.A.

ATTORNEYS AT LAW
PATENTS • TRADEMARKS • COPYRIGHTS
100 THANET CIRCLE, SUITE 1108
PRINCETON, NEW JERSEY 08540-3674
(609) 924-8555

FACSIMILE: (609) 924-3036
TELEX: 201601
e-mail: Attorney@MathewsLaw.Com
H. HUNTER MATHEWS (191-1999)
MARTIN COLLINS (1913-1992)

BRUCE M. COLLINS
ROBERT G. SHEPHERD
RONALD GOULD
DIANE DUNN MCKAY
GLEN E. BOOKS
BROOKS R. BRUNEAU
SCOTT N. BERNSTEIN
ANASTASIA F. WINSLOW
PAUL A. SCHWARZ
TODD A. DENYS
CHARLES J. BRUMLIK, Ph.D.

January 11, 1998

01-15-1999



Via Express Mail

100942554

Assistant Commissioner of
Patents and Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

01-11-1999

U.S. Patent & Trademark/TM Mail Report #64

Attention: Trademark Assignment Branch

RE: Assignment of U.S. Trademark Registrations
From Menley & James, Inc. and Menley & James
Laboratories, Inc. to NuMark Laboratories, Inc.
Our File No.: 2774-176

Dear Sir or Madam:

Enclosed please find a copy of a Trademark Assignment and supporting documentation regarding the trademark registrations and an application (see attached Schedule I). Please record and index this document against the U.S. Trademark Application and Registration Nos. listed on Schedule I, ensuring that these registrations and application now show ownership by NuMark Laboratories, Inc. If you have any questions, please telephone the undersigned directly.

1. The Name of the Party conveying an interest:

MENLEY & JAMES, INC. and
MENLEY & JAMES LABORATORIES, INC.
100 Tournament Drive
Horsham, Pennsylvania 19044

01/14/1999 DNGUYEN 00000292 75380467

01 FC:481
02 FC:481

40.00 OP
Entirety: 100.00 OP

☐ Individual ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - Delaware corporations
☐ Other _____

TRADEMARK
REEL: 1840 FRAME: 0075

2. Name and Address of Party Receiving an Interest:

NUMARK LABORATORIES, INC.
75 Mayfield Avenue
Edison, New Jersey 08837

Entity:

☐ Individual ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - a Delaware Corporation
☐ Other _____

If not domiciled in the United States, a domestic representative designation is attached:

☐ Yes **Not applicable**
☐ No

3. Interest Conveyed:

☒ Assignments ☐ Change of Name
☐ Security Agreement ☐ Merger

4. Application number(s) or registration number(s).

Additional sheet attached: ☒ Yes ☒ No

A. APPLICATION SERIAL NO.

B. TRADEMARK REGISTRATION NOS.

5. Name and Address of party of whom correspondence concerning document should be mailed.

Todd A. Denys, Esq.
MATHEWS, COLLINS, SHEPHERD & GOULD, PA
100 Thanet Circle, Suite 306
Princeton, NJ 08540-3674
Tel. No. (609) 924-8555

6. Number of applications and registrations involved:

One(1) application
Forty-three(43) registrations

7. Amount of fee enclosed or authorized to be charged:

\$1115

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

13-2165

Your prompt attention to expediting the recordation of these assignment requests is greatly appreciated. Please ensure that these registrations and application now stand in the name of NUMARK LABORATORIES, INC.

If you have any questions, please do not hesitate to telephone me directly at (609) 924-8555.

9. Date of execution of attached document: November 23, 1998

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on

11/11/98
Date

Todd A. Denys
Signature

Todd A. Denys, Esq.
Name of Person Signing

Very truly yours,
MATHEWS, COLLINS, SHEPHERD & GOULD

Todd A. Denys, Esq.

TAD:fem

Encs. 1. One(1) Copy of an Assignment
2. Official Transmittal Letter
3. Acknowledgement Postcard
4. Check in the Amount of \$1115

cc: NuMark Laboratories, Inc.

SCHEDULE 1

MARK	REGISTRATION	COUNTRY	CLASS
AQUA CARE	(75/380,467)	(10/28/97)	U.S. 3
CONTI (Stylized)	200,914	7/14/25	U.S. 3
YODORA	246,009	8/28/28	U.S. 3
KREML (Stylized)	249,390	11/13/88	U.S. 3
CONTI and Design	276,709	10/28/30	U.S. 3
SERUTAN (Stylized)	321,750	2/12/35	U.S. 5
ASTHMANEFRIN (Stylized)	336,961	7/21/36	U.S. 5
THERMOTABS	355,843	4/5/38	U.S. 5
5 DAY	363,089	12/13/38	U.S. 3,5
S.T. 37 (Stylized)	382,842	11/12/40	U.S. 3.5
LADY ESTHER (Stylized)	412,428	3/6/45	U.S. 3

PHILCAL #609202 v1 (D22@01 WPL)

MARK	REGISTRATION/	REGISTRATION/	U.S.	
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

PHILEGAL: #609202 v1 (D22@011 WPD)

REGISTERED TRADEMARK	REGISTRATION NUMBER	COUNTRY
AQUACARE	955,917	U.S.
A.R.M.	995,558	U.S.
ASTHMAHALER (Stylized)	1,025,084	U.S.
HOLD	1,039,993	U.S.
PRETTY FEET AND HANDS	1,083,105	U.S.
HOLD	1,089,022	U.S.
ROSE MILK and Design	1,134,941	U.S.
AQUACARE/HP	1,145,608	U.S.
LIQUIPRIN	1,173,859	U.S.
ZONITORS	1,203,313	U.S.
DUO and Design	1,314,204	U.S.
CONGESTAC	1,327,966	U.S.
ZONITE (Stylized)	1,532,631	U.S.
AVAIL	1,552,451	U.S.

PHLEGAL #6/09202 v1 (D22@011.WPD)

REGISTRATION		REGISTRATION	
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

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.


[space intentionally left blank]

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

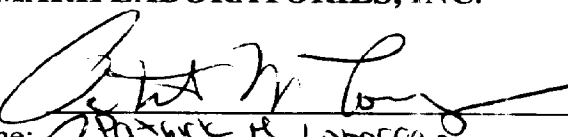
**MENLEY & JAMES LABORATORIES,
INC.**

By: 
Lawrence D. White
President

MENLEY & JAMES, INC.

By: 
Lawrence D. White
President

NUMARK LABORATORIES, INC.

By: 
Name: Charles H. Lorcigan
Title: President

STATE OF PENNSYLVANIA

:

SS

:

COUNTY OF MONTGOMERY

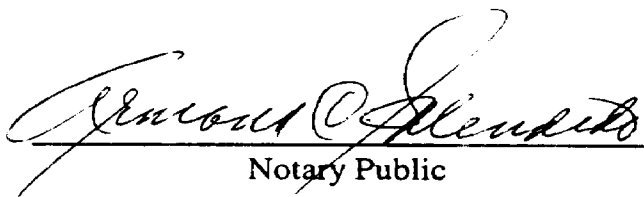
:

On this 23 day of November, 1998, personally appeared

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

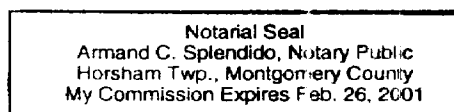
Menley & James Laboratories, Inc., and acknowledged that he executed the foregoing

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


Notary Public

My commission expires: February 26, 2001

(Notarial Seal)



Member, ~~Pennsylvania~~ Association of Notaries

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

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

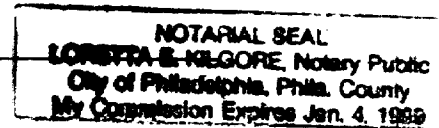
Louise White, to me known and known to me to be the President of

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

Loretta 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 LONGAN 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 1

MEN	12539			(State) Puerto Rico	5
AQUA CARE	(75/380,467)		(10/28/97)	U.S.	3
CONTI (Stylized)	200,914		7/14/25	U.S.	3
YODORA	246,009		8/28/28	U.S.	3
KREML (Stylized)	249,390		11/13/88	U.S.	3
CONTI and Design	276,709		10/28/30	U.S.	3
SERUTAN (Stylized)	321,750		2/12/35	U.S.	5
ASTHMANEFRIN (Stylized)	336,961		7/21/36	U.S.	5
THERMOTABS	355,843		4/5/38	U.S.	5
5 DAY	363,089		12/13/38	U.S.	3,5
S.T. 37 (Stylized)	382,842		11/12/40	U.S.	3,5
LADY ESTHER (Stylized)	412,428		3/6/45	U.S.	3

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

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)

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

PHLEGAL: #609202 v1 (D22@01:WPD)

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)