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TODD A. DENYS
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TIMOTHY X. GIBSON
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PATENTS
TRADEMARKS
COPYRIGHTS
UNFAIR COMPETITION
LICENSING
COMPUTER AND HIGH
TECHNOLOGY MATTERS
RELATED LITIGATION

August 22, 2000

RECEIVED

11-17-2000



101519299

H. HUME MATHEWS (609) 924-3036

Via Express Mail

Commissioner For Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Attention: Trademark Assignment Branch

RE: Release of Security Interest for U.S. Trademark Registrations
Listed in Schedule A
Our File No.: 2774-176

Dear Sir or Madam:

Enclosed please find a copy of a Release of a Trademark Security Interest and supporting documentation regarding the trademark registrations identified in Schedule A attached to this transmittal letter.

Please record and index this document against the U.S. Trademark registrations in Schedule A, ensuring that the Loan Agreement and Security Interest of Meridian Bank on these registrations, recorded at Reel 1092 Frame 0213 of the records of the Assignment Branch of the U.S. Trademark Office, is released and that these registrations are free from all encumbrances.

If you have any questions, please telephone the undersigned directly.

1. The Name of the Party conveying an interest:

MERIDIAN BANK
Secured Lending
455 Business Center
Horsham, Pennsylvania 19044

246009

Entity:
 Individual Association
 General Partnership Limited Partnership
 Corporation
 Other a Pennsylvania banking organization

2. Name and Address of Party Receiving an Interest:

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

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
- Release of Security Interest Merger

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

Additional sheet attached: Yes No

A. APPLICATION SERIAL NO.

B. TRADEMARK REGISTRATION NOS.

(See attached Schedule A)

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:

Thirty-seven(37) registrations

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

\$940

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

13-2165

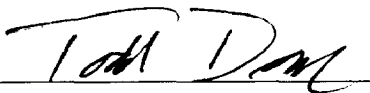
Your prompt attention to expediting the recordation of the Request for Release of this Security Interest is greatly appreciated. Please ensure that the December 2, 1993 Security Interest recorded at reel 1092 frame 0213 of the records of the Assignment Branch of the U.S. Trademark Office is released against the trademark registrations identified in Schedule A.

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

9. Date of execution of attached document: January 4, 1999

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:

AUGUST 22, 2000
Date


Signature

Todd A. Denys, Esq.
Name of Person Signing

Very truly yours,
MATHEWS, COLLINS, SHEPHERD & GOULD

Todd A. Denys, Esq.

TAD:fem

- Encs. 1. Copy of Release Trademark Security Interest
- 2. Copy of Recordation form Cover Sheet
- 3. Schedule A
- 4. Check in the amount of \$940
- 5. Copy of Certificate of Acknowledgement
- 6. Acknowledgement Postcard

cc: NuMark Laboratories, Inc.

SCHEDULE A

MARK	REGISTRATION NUMBER
YODORA	246,009
KREML (stylized)	249,390
CONTI & DESIGN	276,709
SERUTAN (stylized)	321,750
ASTHMANEFRIN (stylized)	336,961
THERMOTABS (block letters)	355,843
5 DAY (block letters)	363,089
S.T. 37 (stylized)	382,842
LADY ESTHER	412,428
ACNOMEL (block letters)	433,983
DUO (block letters)	520,283
AMITONE (stylized)	558,444
ALBOLENE (stylized)	563,458
ACRYLINE (block letters)	711,938
LIQUIPRIN (block letters)	714,626
VENTURE (block letters)	826,501
PLATE-WELD (block letters)	834,833
ORNEX (block letters)	891,499
BENZEDREX (block letters)	896,775
FEMIRON (block letters)	902,507
BENZEDREX (block letters)	915,607
ROSE MILK (block letters)	946,443
AQUACARE (block letters)	955,917
ROSE MILK (block letters)	979,213
A.R.M. (block letters)	995,558
ASTHMAHALER (stylized)	1,025,084
HOLD (block letters)	1,039,993
PRETTY FEET & HANDS (block letters)	1,083,105
HOLD (block letters)	1,089,022
ROSE MILK & DESIGN	1,134,941
LIQUIPRIN (block letters)	1,173,859
DUO & DESIGN	1,314,204
CONGESTAC (block letters)	1,327,966
ZONITE (stylized)	1,532,631
ALBOLENE (block letters)	1,752,158
BEAU KREML (block letters)	1,797,455

RELEASE OF TRADEMARK SECURITY INTEREST

January
~~December~~, 1999^{9th} This Release of a Trademark Security Agreement is made this 9th day of January, 1999 by FIRST UNION NATIONAL BANK (successor to Corestates Bank, N.A., (successor to Meridian Bank, a Pennsylvania banking organization))("Lender").

WHEREAS, reference is made to a certain Loan Agreement dated December 2, 1993 ("Loan Agreement") by and between Menley & James Laboratories, Inc. ("Borrower") and Lender;

WHEREAS, reference is further made to a certain Trademark Security Agreement dated December 2, 1993 ("Trademark Security Agreement") by and between Borrower and Lender, which Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 1092 and Frame 214;

WHEREAS, in connection with the Loan Agreement and the Trademark Security Agreement, Borrower granted to Lender a security interest in certain trademarks ("Trademarks", as defined in the Trademark Security Agreement and as set forth in Exhibit 1 hereof) and

WHEREAS, Borrower has fully paid the indebtedness owing under the Loan Agreement and Lender desires to release and discharge its security interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the Lender hereby releases any and all right, title and interest to its security interest in and to the Trademarks.

IN WITNESS WHEREOF, Lender duly executes this release by its duly authorized officer as of the day and year first above written.

FIRST UNION NATIONAL BANK, as Lender

By: *Mary E. Ashenbrenner*
Name: MARY E. ASHENBRENNER
Title: VICE PRESIDENT
Dated: January 4, 1999

TRADEMARKS ONLY 2,030-482

7-83-83

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Mentley + James Laboratories
100 Northmont Drive
Horshan, Pa. 19044

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State *DE*
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: *Meredin Bank*
 Internal Address: *Secured Lending*
 Street Address: *455 Business Center*
 City: *Horshan* State: *Pa* ZIP: *19044*

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State *PA*
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignments)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: *OS*

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) *1*
See Attached Schedule

B. Trademark registration No.(s) *45*
See Attached Schedule

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: *Elizabeth Payne*
 Internal Address: *Corporate Dept.*
c/o Duane Morris Hecker
 Street Address: *1650 Market Street*
One Liberty Place
 City: *Phila* State: *Pa* ZIP: *19103*

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 3.41): *2070.00*

Enclosed
 Authorized to be charged to deposit account

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

050 HS 01/31/94 9382225 DO NOT USE THIS SPACE 0 481 40.00 CK 89148676
 050 HS 01/31/94 9382225 0 482 2,030.00 CK

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

ELIZABETH A. PAYNE *Elizabeth A. Payne* *1-6-94*
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 18

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into on December 2, 1993 between MENLEY & JAMES LABORATORIES, INC., a Delaware corporation having a mailing address at 100 Tournament Drive, Horsham, PA 19044 (the "Assignor") and MERIDIAN BANK, a Pennsylvania banking organization, having a mailing address at 455 Business Center Drive, Suite 220, Horsham, PA 19044 (the "Assignee").

BACKGROUND

A. In order to induce the Assignee to make loans to the Assignor pursuant to a certain Loan Agreement dated December 2, 1993 between the Assignor and the Assignee (the "Loan Agreement"), Assignor has agreed to assign to the Assignee a security interest in certain trademarks, service marks, tradenames, and the goodwill associated therewith, as herein provided.

B. Any term used but not defined herein shall have the meaning given to such term in the Loan Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Security Interest in Marks. To secure the complete and timely payment and satisfaction of all of the Obligations, the Assignor hereby grants, assigns and conveys to the Assignee a security interest in and to all of Assignor's trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. The Assignor covenants and warrants that to the best of Assignor's knowledge: (a) it is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, subject only to

existing licenses; (b) it has the unqualified right to enter into this Agreement and perform its terms; (c) except as set forth in Schedule B, the Marks are subsisting and have not been adjudged invalid or unenforceable; (d) each of the Marks is valid and enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. The Assignor shall, in any event, indemnify and hold the Assignee harmless from all losses, damages, costs and expenses, including reasonable legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Right To Inspect. Assignor hereby agrees to cooperate with Assignee and its employees and agents to obtain permission for them to visit the plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. Assignor shall do any and all reasonable acts required by Assignee to ensure Assignor's compliance with paragraph 2(g).

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, the Assignor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of paragraph 1 shall automatically apply thereto.

5. Future Marks. The Assignor authorizes the Assignee to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under paragraph 1 or paragraph 4 hereof.

6. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default under this Agreement or the Loan Agreement; and (b) any violation by the Assignor of any representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within twenty (20) calendar days after notice thereof to the Assignor.

7. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, the Assignor shall retain the legal and equitable title to the Marks (and the goodwill associated with such Marks) and shall have the right to

use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Assignor from failing to renew or otherwise abandoning any item included within the Marks if, in the Assignor's good judgment, the retention of such item is not material to the proper conduct of its business, provided, however, that Assignor shall give the Assignee thirty (30) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the goodwill and equipment associated therewith, or any interest which the Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Assignor at least fifteen (15) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note referred to in the Loan Agreement (including renewals and substitutions therefor) or the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's names on all applications, documents, papers and instruments necessary for the Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The

Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. Termination. At such time as the Assignor shall completely satisfy all of the Obligations and all other liabilities of the Assignor to the Assignee under the Loan Agreement, or there shall exist no continuing liability of the Assignor with respect to the Obligations under the terms of the Loan Agreement or any agreement executed in connection therewith, this Agreement shall terminate and the Assignee shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to release the security interest conveyed in the Marks, and the goodwill associated therewith, to Assignee subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

11. Fees and Expenses of Assignee. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Assignor on demand by the Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Protection of Marks.

(a) The Assignor shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Assignee shall, upon the reasonable request of the Assignor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in connection therewith.

(b) If an Event of Default shall have occurred and be continuing, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses

TRADEMARK

REEL 1092 FRAME 217

incurred by the Assignee in the exercise of its rights under this paragraph 12.

13. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Manufacture and Sale. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Assignee pursuant to the Loan Agreement and the other loan documents referred to therein, will permit the Assignee, upon the happening of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Loan Documents, all of which will permit the Assignee to manufacture and sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

19. Judicial Proceedings. Each party to this Agreement agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. EACH PARTY

HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING... Further, the Assignor waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. THE ASSIGNOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT THE ASSIGNEE WOULD NOT EXTEND CREDIT TO THE ASSIGNOR IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:
BY: Gres O'Keefe

MENLEY & JAMES LABORATORIES, INC.
By: [Signature]

ATTEST:
By: _____

MERIDIAN BANK
By: [Signature]

TRADEMARK
REEL 1092 FRAME 219

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Montgomery* : SS

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this *1st* day of *December*, 1993, personally appeared *Lawrence D. White* to me known personally, and who, being by me duly sworn, deposes and says that he is the *President* of Menley & James Laboratories, Inc., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

TRADEMARK

REEL 1092 FRAME 220

Marianne S. Wloch
Notary Public

My Commission Expires:

NOTARIAL SEAL
MARIANNE S. WLOCH, Notary Public
Horseshoe Twp., Montgomery Co.
My Commission Expires Sept. 27, 1997

SCHEDULE A

TRADEMARK

REEL 1092 FRAME 222

MENLEY & JAMES LABORATORIES, INC.

U.S. TRADEMARK INDEX:

<u>Mark</u>	<u>(Serial No.) Reg. No.</u>	<u>(Filing Date) Reg. Date</u>	<u>Class</u>	<u>Remarks</u>
MAGIC LABEL (Block Letters)	(428,540)	(Aug. 25, 1993)	Int. 3	Pending
CONTI (Stylized)	200,914	July 14, 1925	Int. 3	Renewal due: 7/14/2005
YODORA (Block Letters)	246,009	Aug. 28, 1928	Int. 5	Renewal due: 8/28/2008
KREML (Stylized)	249,390	Nov. 13, 1928	Int. 3	Renewal due: 11/13/2008
CONTI and Design	276,709	Oct. 28, 1930	Int. 3	Renewal due: 10/28/2000
SERUTAN (Stylized)	321,750	Feb. 12, 1935	Int. 5	Renewal due: 2/12/95
ASTHMANEPRIN (Stylized)	336,961	July 21, 1936	Int. 5	Renewal due: 7/21/96
THERMOTABS (Block Letters)	355,843	April 5, 1938	Int. 5	Renewal due: 4/5/98
5 DAY (Block Letters)	363,089	Dec. 13, 1938	Int. 3	Renewal due: 12/13/98
S.T. 37 (Stylized)	382,842	Nov. 12, 1940	Int. 3, 5	Renewal due: 11/12/2000
LADY ESTHER (Stylized)	412,428	Mar. 6, 1945	Int. 3	Renewal due: 3/6/2005
ACHOMEL (Block Letters)	433,983	Nov. 4, 1947	Int. 5	Renewal due: 11/4/2007
DUO (Block Letters)	520,283	Jan. 24, 1950	Int. 5	Renewal due: 1/24/2000
AMITONE (Stylized)	558,444	May 6, 1952	Int. 5	Renewal due: 5/6/2002

**Supplemental Registration

SCHEDULE A (continued)

Mark	(Serial No.) Reg. No.	(Filing Date) Reg. Date	Class	Remarks
TROPHITE (Block Letters)	559,269	May 27, 1952	Int. 5	Renewal due: 5/27/2002
ALBOLENE (Stylized)	563,458	Aug. 26, 1952	Int. 3	Renewal due: 8/26/2002
**KREML CORRECTIVE and Design	590,108	May 18, 1954	Int. 5	Renewal due: 5/18/94
TROPH-IRON (Block Letters)	621,676	Feb. 21, 1956	Int. 5	Renewal due: 2/21/96
PRETTY FEET (Block Letters)	681,938	July 14, 1959	Int. 3	Renewal due: 7/14/99
**PLATE-WELD (Block Letters)	705,714	Oct. 11, 1960	Int. 10	Renewal due: 10/11/2000
ACRYLINE (Block Letters)	711,938	Feb. 28, 1961	Int. 10	Renewal due: 2/28/2001
LIQUIPRIN (Block Letters)	714,626	May 2, 1961	Int. 5	Renewal due: 5/2/2001
VENTURE (Block Letters)	826,501	Mar. 28, 1967	Int. 3	Renewal due: 3/28/2007
PLATE-WELD (Block Letters)	834,833	Sept. 5, 1967	Int. 10	Renewal due: 9/5/2007
ORNEX (Block Letters)	891,499	May 26, 1970	Int. 5	Renewal due: 5/26/2000
BENZEDREX (Block Letters)	896,775	Aug. 18, 1970	Int. 5	Renewal due: 8/18/2000
FEMIRON (Block Letters)	902,507	Nov. 17, 1970	Int. 5	Renewal due: 11/17/2000
BENZEDREX (Block Letters)	915,607	June 29, 1971	Int. 5	Renewal due: 6/29/2001
ROSE MILK (Block Letters)	946,443	Oct. 31, 1972	Int. 3	Renewal due: 10/31/2002
AQUACARE (Block Letters)	955,917	Mar. 20, 1973	Int. 3	Renewal due: 3/20/2003

SCHEDULE A (continued)

<u>Mark</u>	<u>(Serial No.) Reg. No.</u>	<u>(Filing Date) Reg. Date</u>	<u>Class</u>	<u>Remarks</u>
ROSE MILK (Block Letters)	979,313	Feb. 26, 1974	Int. 3	Renewal due: 2/26/94
A.R.M. (Block Letters)	995,558	Oct. 15, 1974	Int. 5	Renewal due: 10/15/94
ASTHMAHALER (Stylized)	1,025,084	Nov. 18, 1975	Int. 5	Renewal due: 11/18/95
HOLD (Block Letters)	1,039,993	May 25, 1976	Int. 5	Renewal due: 5/25/96
PRETTY FEET AND HANDS (Block Letters)	1,083,105 *	Jan. 24, 1978	Int. 3	Renewal due: 1/24/98
HOLD (Block Letters)	1,089,022	Apr. 11, 1978	Int. 5	Renewal due: 4/11/98
ROSE MILK and Design	1,134,941	May 13, 1980	Int. 3	Renewal due: 5/13/2000
AQUACARE/HP (Block Letters)	1,145,608	Jan. 13, 1981	Int. 3	Renewal due: 1/13/2001
LIQUIPRIN (Block Letters)	1,173,859	Oct. 20, 1981	Int. 5	Renewal due: 10/20/2001
ZONITORS (Block Letters)	1,203,313	Aug. 3, 1982	Int. 5	Renewal due: 8/3/2002
DUO and Design	1,314,204	Jan. 15, 1985	Int. 3	Renewal due: 1/15/2005
CONGESTAC (Block Letters)	1,327,966 *	Apr. 2, 1985	Int. 5	Renewal due: 4/2/2005
ZONITE (Stylized)	1,532,631	Apr. 4, 1989	Int. 5	Section 8 & 15 Due: 4/4/94-95
AVAIL (Block Letters)	1,552,451	Aug. 22, 1989	Int. 5	Section 8 & 15 Due: 8/22/94-95
ALBOLENE (Block Letters)	1,752,158	Feb. 16, 1993	Int. 3	Section 8 & 15 Due: 2/16/98-99
BEAU KREML (Block Letters)	1,797,455	Oct. 12, 1993	Int. 3	Section 8 & 15 Due 10/12/98-99

SCHEDULE A (continued)MENLEY & JAMES LABORATORIES, INC.FOREIGN TRADEMARK INDEX:

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<u>Country</u>	<u>Trademark</u>	<u>Reg./Appin. No.</u>	<u>Reg./Appin. Date</u>	<u>Renewal Due</u>	<u>Status</u>
Aruba	ACNOMEL (Block Letters)	13586	Oct. 11, 1988	Oct. 10, 1998	Valid
	ORNEX (Block Letters)	13580	Oct. 11, 1988	Oct. 10, 1998	Valid
Brazil	THERMOTABS	002128870	Mar. 14, 1989	Aug. 22, 1989	Valid
Canada	ACNOMEL (Block Letters)	28117	Jan. 12, 1948	Jan. 12, 2008	Valid
	AQUACARE	194552	Sept. 28, 1988	Sept. 28, 2003	Valid
	ROSE MILK and Design	185677	Sept. 22, 1972	Sept. 22, 2002	Valid
	ROSE MILK	(399,560)	Appln. Filed June 28, 1976		Pending
	ROSE MILK	(410,655)	Appln. Filed May 12, 1977		Pending
Czech Republic	AQUACARE	(9382228)	(Aug. 31, 1993)		Pending
	PRETTY FEET AND HANDS	(9382227)	(Aug. 31, 1993)		Pending
	ORNEX	(9382226)	(Aug. 31, 1993)		Pending
	LIQUIPRIN	(9382225)	(Aug. 31, 1993)		Pending

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 TRADEMARK

SCHEDULE A (continued)

MENLEY & JAMES LABORATORIES, INC.

FOREIGN TRADEMARK INDEX:

<u>Country</u>	<u>Trademark</u>	<u>Reg./Appln. No.</u>	<u>Reg./Appln. Date</u>	<u>Renewal Due</u>	<u>Status</u>
	HOLD	(9382224)	(Aug. 31, 1993)		Pending
	FEMIRON	(9382223)	(Aug. 31, 1993)		Pending
	CONTI	(9382222)	(Aug. 31, 1993)		Pending
	CONGESTION	(9382221)	(Aug. 31, 1993)		Pending
	BENZEDREX	(932220)	(Aug. 31, 1993)		Pending
	ASTHMAHALER	(9382219)	(Aug. 31, 1993)		Pending
	A.R.M.	(9382218)	(Aug. 31, 1993)		Pending
	ALBOLENE	(9382217)	(Aug. 31, 1993)		Pending
Dominican Republic	ALBOLENE (Block Letters)	46,252	Feb. 22, 1989	Feb. 22, 2009	Valid
	ACNOMEL (Block Letters)	7,132	Dec. 19, 1949	Dec. 19, 2009	Valid
Haiti	ACNOMEL (Block Letters)	222/75	Jan. 6, 1976	Jan. 6, 1996	Valid
	TROPH-IRON (Block Letters)	225/75	Jan. 6, 1976	Jan. 6, 1996	Valid
Hong Kong	ORNEX (Block Letters)	925/78	June 30, 1977	June 30, 1998	Valid
	ALBOLENE (Block Letters)	573/1980		July 5, 2000	Valid

SCHEDULE A (continued)MENLEY & JAMES LABORATORIES, INC.FOREIGN TRADEMARK INDEX:

TRADEMARK

REEL 1092 FRAME 227

<u>Country</u>	<u>Trademark</u>	<u>Reg./Appln. No.</u>	<u>Reg./Appln. Date</u>	<u>Renewal Due</u>	<u>Status</u>
	LIQUIPRIN (Block Letters)	1583/72	Feb. 29, 1972	Feb. 28, 1993	Valid
Iceland	ACNOMEL	240/1978	Aug. 30, 1978	Aug. 30, 1978	Valid
Korea	PRETTY FEET AND HANDS	(91- 21543)	(Sept. 6, 1991)		Pending
Malaysia	ORNEX (Block Letters)	M/76787	Oct. 27, 1977	Oct. 27, 1998	Valid
Mexico	ACNOMEL (Block Letters)	58792	May 17, 1948	Pending	Valid
Pakistan	FEMIRON	121640	Sept. 7, 1993		Pending
	CONTI	121639	Sept. 7, 1993		Pending
	CONGESTAC	121649	Sept. 7, 1993		Pending
	BENZEDREX	121648	Sept. 7, 1993		Pending
	ASTHMAHALER	121647	Sept. 7, 1993		Pending
	A.R.M.	121646	Sept. 7, 1993		Pending
	ALBOLENE	121645	Sept. 7, 1993		Pending
	HOLD	121644	Sept. 7, 1993		Pending
	AQUACARE	121643	Sept. 7, 1993		Pending

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 TRADEMARK

SCHEDULE A (continued)
MENLEY & JAMES LABORATORIES, INC.
FOREIGN TRADEMARK INDEX:

<u>Country</u>	<u>Trademark</u>	<u>Reg./Appln. No.</u>	<u>Reg./Appln. Date</u>	<u>Renewal Due</u>	<u>Status</u>
	ORNEX	121642	Sept. 7, 1993		Pending
	LIQUIPRIN	121641	Sept. 7, 1993		Pending
	PRETTY FEET AND HANDS	121638	Sept. 7, 1993		Pending
Peru	ACNOMEL (Block Letters)	25110	Aug. 31, 1959	Aug. 31, 1994	Valid
	ORNEX (Block Letters)	80754	Aug. 16, 1989	Aug. 16, 1994	Valid
Puerto Rico	ALBOLENE (Block Letters)	6,771	Mar. 10, 1948	Mar. 10, 1998	Valid
Philippines	ORNEX (Block Letters)	22710	Nov. 3, 1975	Nov. 3, 1995	Valid
	TROPH-IRON (Block Letters)	2017	June 26, 1958	June 26, 1998 Aff. of Use 6/26/94	Valid
Singapore	ORNEX (Block Letters)	73151	Sept. 24, 1977	Sept. 24, 1998	Valid
Slovak Republic	AQUACARE	PO21562- 93	Sept. 3, 1993		Pending
	PRETTY FEET AND HANDS	PO21557- 93	Sept. 3, 1993		Pending
	ORNEX	PO21552- 93	Sept. 3, 1993		Pending
	LIQUIPRIN	PO21553- 93	Sept. 3, 1993		Pending

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SCHEDULE A (continued)MENLEY & JAMES LABORATORIES, INC.FOREIGN TRADEMARK INDEX:

<u>Country</u>	<u>Trademark</u>	<u>Reg./Appln. No.</u>	<u>Reg./Appln. Date</u>	<u>Renewal Due</u>	<u>Status</u>
	HOLD	POZ1554-93	Sept. 3, 1993		Pending
	FEMIRON	POZ1555-93	Sept. 3, 1993		Pending
	CONTI	POZ1556-93	Sept. 3, 1993		Pending
	CONGESTAC	POZ1560-93	Sept. 3, 1993		Pending
	BENZEDREX	POZ1559-93	Sept. 3, 1993		Pending
	ASTHMAHALER	POZ1561-93	Sept. 3, 1993		Pending
	A.R.M.	POZ1558-93	Sept. 3, 1993		Pending
	ALBOLENE	POZ1563-93	Sept. 3, 1993		Pending
Sweden	DUO	130494	Mar. 13, 1970	Mar. 13, 2000	Valid
Switzerland	ASTHMANEFRIN	401467	Dec. 3, 1991	Dec. 3, 2011	Valid
Taiwan	ACNOMEL (Block Letters)	77/36775	(Aug. 10, 1988)	Awtg. Pub.	Pending
	ALBOLENE (Block Letters)	398817	May 1, 1988	Apr. 30, 1998	Valid
	ACNOMEL (Block Letters)	2420	Jan. 1, 1955	Dec. 31, 1994	Valid
	AQUACARE (Block Letters)	156649	Aug. 1, 1981	July 31, 1991	Valid

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SCHEDULE A (continued)

MENLEY & JAMES LABORATORIES, INC.

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REEL 1092 FRAME 230

<u>Country</u>	<u>Trademark</u>	<u>Reg./Appl. No.</u>	<u>Reg./Appl. Date</u>	<u>Renewal Due</u>	<u>Status</u>
	AQUACARE	160891	Oct. 16, 1981	Oct. 15, 2001	Valid
	FEMIRON (Block Letters)	320915	Apr. 16, 1986	Apr. 15, 1996	Valid
Venezuela	ACNOMEL (Block Letters)	21569	Oct. 24, 1964	Oct. 24, 1994	Valid

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