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12-01-2000

HEET

OMB No. 0651-0011 (exp. 4/94)

11/14/00



Tab settings

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...ched original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Former Shareholders of Allercare Laboratories Corporation, namely, Diana D. Kelley, Kristie D. Raines, Barbara Jane Dixon and Hamilton S. Dixon, MD

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

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

2. Name and address of receiving party(ies)

Name: S. C. Johnson & Son, Inc.

Internal Address:

Street Address: 1525 Howe Street

City: Racine State: WI ZIP: 53403-2236

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Wisconsin
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 assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: June 29, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1535924



11-14-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #0

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ruth J. Lebed-Rofes

Internal Address:

S. C. Johnson & Son, Inc.

Street Address: 1525 Howe Street

City: Racine State: WI ZIP: 53403-2236

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

10-0851

(Attach duplicate copy of this page if paying by deposit account)

11/30/2000 010N11 00000191 100851 1535924

DO NOT USE THIS SPACE

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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.

Ruth J. Lebed-Rofes

Name of Person Signing

Signature

November 14, 2000

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

TRADEMARK REEL: 002185 FRAME: 0470

ASSIGNMENT

This Agreement is made this 6 day of July, 1999, by each of the former shareholders of Allercare Laboratories Corporation, namely, Diana D. Kelley, Kristie D. Raines, Barbara Jane Dixon, and Hamilton S. Dixon, MD both individually and collectively (the "ASSIGNORS"), and S.C. Johnson & Son, Inc. a Wisconsin corporation, having a place of business at 1525 Howe Street, Racine, Wisconsin 53235 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNORS are the owners of all right, title and interest in and to the trademark, the trademark registration, and registered domain name identified in the attached Exhibit A (hereinafter the "MARKS"); and

WHEREAS, ASSIGNEE wishes to acquire from ASSIGNORS all of their individual and collective rights, title and interest in and to the MARKS, together with the goodwill of the business appurtenant thereto and symbolized thereby, and in and to all rights under said MARKS.

NOW, THEREFORE, for the sum of One Hundred Thousand Dollars (\$100,000) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ASSIGNORS do hereby assign, sell, transfer, grant and convey to ASSIGNEE, its successors, and assigns, any and all of the ASSIGNORS' rights, title and interest in and to the MARKS, together with the goodwill of the business appurtenant thereto and symbolized thereby, and the right to sue and recover damages for past infringements thereof.

ASSIGNORS bind themselves individually and collectively, as well as their successors, assigns and legal representatives, to execute and deliver to ASSIGNEE, its successors and assigns, any further documents or instruments and to perform any and all further acts that may be necessary to vest in ASSIGNEE, its successors and assigns, the title herein conveyed, or intended so to be.

ASSIGNORS further assign to ASSIGNEE, its successors and assigns, all claims for damages by reason of past infringement of the MARKS and the right to bring or maintain suit at law and equity for past infringement of the MARKS and to retain for the benefit of ASSIGNEE, all damages or settlements arising from said past infringement, effective as of the date of this Agreement.

Each of the ASSIGNORS agrees to keep all terms of this assignment confidential. ASSIGNORS, and each of them, will not disclose the amount paid to any third party without the written permission of ASSIGNEE.

IN WITNESS WHEREOF, this Assignment has been duly executed on the date(s) set forth below by each shareholder before a Notary Public.

Susan M. Baker
EXP 12-25-01

NOTARY

Dated: 6.29.99

By: *Diana D. Kelley*
Diana D. Kelley

NOTARY

Dated: 6/30/99

By: *Kristie D. Raines*
Kristie D. Raines

Wanda Owens
EXP 4-23-2002

NOTARY

Dated: 6/30/99

By: *Barbara Jane Dixon*
Barbara Jane Dixon

Wanda Owens
EXP 4-23-2002

NOTARY

Dated: 6.30.99

By: *Hamilton S. Dixon*
Hamilton S. Dixon

Wanda Owens
EXP 4-23-2002

EXHIBIT A

ALLERCARE

Common Law Rights

ALLERCARE

**U.S. Trademark Registration No. 1,535,924
issued April 18, 1989**

ALLERCARE.COM

Registered Domain Name