FORM PTO-1618A

04-11-2001

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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #56

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

TO: The Commission of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 3-30-01

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID # _____
- [ ] Correction of PTO Error Reel # _____ Frame # _____
- [ ] Corrective Document Reel # _____ Frame # _____

Conveyance Type

- [x] Assignment
- [ ] :License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other _____

Effective Date Month Day Year: 07/15/97

Conveying Party [ ] Mark if additional names of conveying parties attached

Name: Novartis Consumer Health, Inc.

Formerly: _____

Execution Date Month Day Year: 03/22/01

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation
- [ ] Association
- [ ] Other

[x] ~~Citizenship~~/State of Incorporation/~~Organization~~ Delaware

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: Heritage Consumer Products, LLC.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): Brookfield Commons

Address (line 2): 246 Federal Road, Suite CL-14

Address (line 3): Brookfield, Connecticut 06804

City State/Country Zip Code

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [x] Other Limited Liability Company

[ ] If document to be recorded is an assignment and the receiving party is not domiciled to the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[x] ~~Citizenship~~/State of Incorporation/~~Organization~~: Delaware

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Domestic Representative Name and Address **Enter for the first Receiving Party only.**

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondence Name and Address **Area Code and Telephone Number** (714) 540-1235

Name Perry J. Viscounty, Esq.

Address (line 1) LATHAM & WATKINS

Address (line 2) 650 Town Center Drive, Suite 2000

Address (line 3) Costa Mesa, CA 92626

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s) ☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
	1530495

Number of Properties **Enter the total number of properties involved.** # 1

Fee Amount **Fee Amount for Properties Listed (37 CFR 3.41):** $ 40.00

Method of Payment: **Enclosed** ☒ **Deposit Account** ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 500524

Authorization to charge additional fees: **Yes** ☒ **No** ☐

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. Charges to deposit account are authorized, as indicated herein.

ANNA KWAN	[signature]	3/30/01
Name of Person Signing	**Signature**	**Date Signed**

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 15th day of July, 1997, by and between Novartis Consumer Health, Inc., a Delaware corporation (hereinafter referred to as "Assignor") having its principal place of business at 556 Morris Avenue, Summit, New Jersey 07901, and Heritage Consumer Products, LLC, a Delaware limited liability company (hereinafter referred to as "Assignee") having its principal place of business at Brookfield Commons, 246 Federal Road, Suite CL-14, Brookfield, Connecticut 06804;

WHEREAS, pursuant to the Asset Purchase Agreement dated July 15, 1997 among Assignor and Assignee, Assignor transferred certain of its assets, including the Trademark (as defined below), to Assignee;

WHEREAS, Assignor has adopted, used, is using, and is the owner of the trademark registration listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the Trademark;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark;

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest in and to the Trademark;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark as set forth in Schedule A; together with the goodwill symbolized by said Trademark. Assignee shall not assume any liabilities from Assignor.

Novartis Consumer Health, Inc.
a Delaware corporation

Executed at Summit, New Jersey, this 22nd day of March, 2001.

By: David P. Tolman
Name: DAVID TOLMAN
Title: Assistant Secretary

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Heritage Consumer Products, LLC
a Delaware limited liability company

Executed at Plymouth Meeting, PA, this 29 day of December, 2000.

By: Ronald D. Kittner
Name: Ronald D. Kittner
Title: President

Schedule A

Country	Mark	Registration No.
United States	MAXIMUM STRENGTH 12 HOUR ALLEREST	1530495

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