

04-11-2001

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

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U.S. PATENT & TRADEMARK OFFICE

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

☒ New☐ Resubmission (Non-Recordation)
Document ID # _____☐ Correction of PTO Error
Reel # _____ Frame # _____☐ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

☒ 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

Execution Date

Month Day Year

Name Novartis Consumer Health, Inc.03/22/01

Formerly _____

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attachedName Heritage Consumer Products, LLC.

DBA/KA/TA _____

Composed of _____

Address (line 1) Brookfield CommonsAddress (line 2) 246 Federal Road, Suite CL-14Address (line 3) Brookfield, Connecticut 06804

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☐ Association☒ Other Limited Liability Company☒ Citizenship/State of Incorporation/Organization: Delaware☐ 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.)

FOR OFFICE USE ONLY

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40.00 DP

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 AddressArea 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 attachedEnter 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 KWANAnn Kwan3/30/01

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: 
Name: DAVID TOLMAN
Title: Assistant Secretary

Heritage Consumer Products, LLC
a Delaware limited liability company

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

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

Schedule A

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