

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



102359960

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Abbott Laboratories

2-5-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: December 30, 2002

2. Name and address of receiving party(ies)

Name: Prestige Brands International, Inc.

Internal

Address:

Street Address: 26811 South Bay Drive, Suite 300

City: Bonita Springs State: FL Zip: 34134

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1498257; 863304; 47813; 687829; 723992; 2029261; 1360085

Additional number(s) attached Yes No

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

Name: Jonathan R. Pond, Esq.

Internal Address: HUNTON & WILLIAMS

Riverfront Plaza, East Tower

Street Address: 951 East Byrd Street

City: Richmond State: VA Zip: 23219

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed Authorized to be charged to deposit account (for additional fees)

8. Deposit account number:

08-3436

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

DO NOT USE THIS SPACE

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.

Jonathan R. Pond

Name of Person Signing

Signature

Date Jan. 15, 2003

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

4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 30th day of December, 2002, by and between Abbott Laboratories, an Illinois corporation ("Assignor"), and Prestige Brands International, Inc, a Virginia corporation ("Assignee"). Initially capitalized terms used herein and not defined shall have the meaning assigned to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of December 24, 2002 (the "Asset Purchase Agreement"), pursuant to which Assignor will sell certain of its assets and assign certain of its liabilities related to developing, manufacturing, marketing and selling the Products (as defined in the Asset Purchase Agreement) commonly known as the Clear eyes® product line, the Murine Tears® product line and the Murine® ear care product line, which includes the trademarks and trade names listed on Schedule 2.1(c) of the Asset Purchase Agreement, to Assignee;

WHEREAS, Assignor has adopted, used and is currently using certain marks in connection with the Products, and has agreed to assign to Assignee all of Assignor's right, title and interest in and to all of its United States trademarks, trade names and service marks used exclusively in connection with the Products, as identified and set forth on Schedule A attached hereto (collectively, the "Marks") and the goodwill associated with the use of the Marks in connection with the Product Lines.

NOW, THEREFORE, for ten dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged:


Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee good and valid title to the trademark registrations set forth on Schedule A attached hereto and Assignor's entire right, title and interest in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized by them in the United States, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason or infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.


ASSIGNOR:

ABBOTT LABORATORIES

By: 
Gary L. Flynn
President, Ross Products Division, Abbott
Laboratories

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this 30th day of December, 2002, before me personally came Gary L. Flynn, to me known who, being duly sworn, did depose and say that he resides in the State of Ohio; and that he signed his name hereto.


Notary Public



REBECCA M. CULTICE
Notary Public, State of Ohio
My Commission Expires Nov. 7, 2004

Schedule A

<u>Reg. No.</u>	<u>Trademark</u>	<u>Reg. Date</u>	<u>Int'l Class</u>
1,498,257	CLEAR EYES	8/2/1988	IN5
863,304	CLEAR EYES	1/7/1969	IN5
47,813	MURINE	11/21/1905	IN5
687,829	MURINE	11/10/1959	IN5
723,992	MURINE PLASTIC BOTTLE DESIGN	11/14/1961	IN5
2,029,261	MURINE TEARS	1/7/1997	IN5
1,360,085	POCKET PAL	9/17/1985	IN5