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IN THE UNIT

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DEMARK OFFICE

Trademark Assignment Cover Sheet

2-11-03

TO: U. S. Patent and Trademark Office  
Office of Public Records - Box Assignment  
Crystal Gateway 4, Room 300  
1213 Jefferson Davis Highway, Third Floor  
Arlington, Virginia 22202

Please find enclosed for recording a copy of the Trademark Assignment dated February 7, 2002 in which American Home Products Corporation, a Delaware corporation, assigned all right, title and interest in and to the marks listed below to The Denorex Company, a Delaware corporation, Inc. effective as of February 7, 2002.

1. **Conveying Party:** American Home Products Corporation, a Delaware corporation having an address of 685 Third Avenue, New York, New York 10017
2. **Receiving Party:** The Denorex Company, a Delaware corporation having an address of 3510 North Lake Creek Drive, Jackson, Wyoming 83001
3. **Nature of Conveyance:** Assignment. By Trademark Assignment dated February 7, 2002, American Home Products Corporation, a Delaware corporation, assigned all right, title and interest in and to the marks listed below to The Denorex Company, a Delaware corporation, effective as of February 7, 2002.

4. The Assignment should be recorded against the following marks:

<u>TRADEMARK</u>	<u>Application No.</u>	<u>Registration No.</u>
DENOREX	72/406,700	0,953,248
DENOREX	73/297,852	1,245,713

5. Correspondence concerning this request should be sent to:

Denise Ceule Sommer, Esq.  
Baker, Donelson, Bearman, and Caldwell  
Commerce Center, Suite 1000

02/19/2003 DBYRNE 00000068 081629 72406700  
01 FC:0521 40.00 CH  
02 FC:0522 25.00 CH  
N DJC 4  
014729-0006 02/12/2003

211 Commerce Street  
Nashville, Tennessee 37201  
Phone: (615) 726-5573  
Fax: (615) 744-5573  
e-mail: dceule@bdbbc.com

6. This request concerns two (2) trademark registration.
7. The Commissioner is hereby authorized to charge the \$65.00 recordation fee and any additional payment, or credit any refund that may be due to Deposit Account No. 08-1629.
8. The Denorex Company is domiciled in the United States.
9. To the best knowledge and belief of the undersigned, the information contained on this cover sheet is true and correct and any attached copy is a true copy of the original document.

Date: February 12, 2003

Respectfully submitted,



Denise Ceule Sommer, Esq.

Betty K. Steele, Esq.

Attorneys for The Denorex Company

Baker, Donelson, Bearman & Caldwell

Commerce Center, Suite 1000

211 Commerce Street

Nashville, Tennessee 37201

(615) 726-5573

**CERTIFICATE OF FIRST CLASS MAIL OR FACSIMILE TRANSMITTAL  
UNDER 37 CFR 1.8**

Date of Deposit/Transmission: February 12, 2003

I hereby certify that this paper or fee is being:

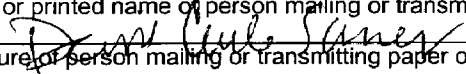
deposited with the United States Postal Service "First Class Mail" service; or

is being transmitted via facsimile on the date indicated above, and

is addressed to the Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Denise Ceule Sommer

(Typed or printed name of person mailing or transmitting paper or fee)

  
(Signature of person mailing or transmitting paper or fee)

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is dated as of February 7, 2002, and is made from AMERICAN HOME PRODUCTS CORPORATION, a Delaware corporation ("Assignor"), to THE DENOREX COMPANY, a Delaware corporation ("Assignee").

### WITNESSETH

WHEREAS, Assignor has adopted and used in commerce the Trademarks (as defined in the Asset Purchase Agreement dated as of February 7, 2002 between Assignor and Assignee (the "Purchase Agreement")), including those set forth in Schedule A attached hereto; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, said Trademarks and the goodwill associated with such Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee all rights, title and interests in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Trademarks. This Trademark Assignment will be governed by the laws of the State of New York without regard to its conflicts of laws principles.

Assignor shall sign all documents prepared by Assignee and take such other actions as Assignee reasonably requests to carry out and fulfill the purposes and intent of this Trademark Assignment.

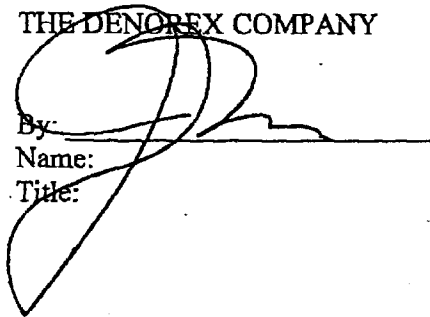
Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Trademark Assignment under seal as of the date first set forth above.

AMERICAN HOME PRODUCTS COMPANY

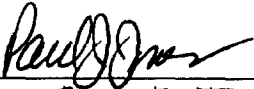
By: \_\_\_\_\_  
Name:  
Title:

THE DENOREX COMPANY

By:   
Name:  
Title:

IN WITNESS WHEREOF, the parties have executed, made and entered into this Trademark Assignment under seal as of the date first set forth above.

AMERICAN HOME PRODUCTS CORPORATION

By:   
Name: Paul J. Jones  
Title: Vice President

THE DENOREX COMPANY

By: \_\_\_\_\_  
Name:  
Title:

#84424 v1 - Denorex Trademark Assignment