

05-17-2006

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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



103244058

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

Re 5-11-06

1. Name of conveying party(ies):

Cardinal Health 409, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 12/31/2003

2. Name and address of receiving party(ies)

Name: Amcol Health & Beauty Solutions,
Internal
Address: Incorporated

Street Address: 1500 W. Shure Dr.

City: Arlington Hts. State: IL Zip: 60004-1434

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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) 1211149

Additional number(s) attached Yes No

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

Name: Sean C. Fifield

Internal Address: Lord, Bissell & Brook LLP

Street Address: 111 S. Wacker Dr.

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Paid electronically 5/10/06 with Corrective filing

DO NOT USE THIS SPACE

9. Signature.

Sean C. Fifield
Name of Person Signing

May 11, 2006
Date

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

Electronic Version v1.1
 Stylesheet Version v1.1

05/10/2006
900048662

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor, which was incorrectly identified by its previous corporate name (in the assignment Recordation Form Cover Sheet) previously recorded on Reel 002905 Frame 0591. Assignor(s) hereby confirms the Assignment of the entire interest and the goodwill in the identified trademark.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cardinal Health 409, Inc.		12/31/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Amcol Health & Beauty Solutions, Incorporated
Street Address:	1500 W. Shure Dr.
City:	Arlington Heights
State/Country:	ILLINOIS
Postal Code:	60004-1434
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1211149	POLYTRAP

CORRESPONDENCE DATA

Fax Number: (312)896-6787
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-443-1787
Email: sffield@lordbissell.com
Correspondent Name: Sean C. Fifield
Address Line 1: 111 S. Wacker Dr., Suite 4400
Address Line 4: Chicago, ILLINOIS 60606-4410

ATTORNEY DOCKET NUMBER:	3184204-0006
NAME OF SUBMITTER:	Ingrid J. Scheckel

CH \$40.00 1211149

Signature:

/Ingrid J. Scheckel/

Date:

05/10/2006

Total Attachments: 4

source=polytrap#page1.tif

source=polytrap#page2.tif

source=polytrap#page3.tif

source=polytrap#page4.tif

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made on December 31, 2003, (this "Assignment") by Cardinal Health 409, Inc. (f/k/a R.P. Scherer Corporation) and Cardinal Health 403, Inc. (f/k/a Enhanced Derm Technologies, Inc.), each a Delaware corporation with offices at 7000 Cardinal Place, Dublin, Ohio (collectively "Cardinal"), to Amcol Health & Beauty Solutions, Incorporated, a Delaware corporation with offices at 1500 West Shure Drive, Arlington Heights, Illinois ("Assignee").

WHEREAS, Cardinal has adopted, owns and is using the United States and foreign trademark registrations, pending trademark applications, common law trademarks trade dress, logos, slogans, and trade names disclosed in Schedule A attached hereto and made a part hereof (the "Trademarks") and is the owner of such Trademarks and the goodwill of the business symbolized by such Trademarks and all common law rights associated therewith;

WHEREAS, Assignee is desirous of using the Trademarks and of acquiring the entire right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized by such Trademarks in connection therewith; and

WHEREAS, Cardinal and Assignee have entered into that certain Asset Purchase Agreement dated December 31, 2003, providing for the purchase by of certain assets of Cardinal, including the Trademarks,

NOW, THEREFORE, for and in consideration of \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Cardinal hereby sells, assigns, conveys and transfers unto Assignee all of its right, title and interest in, to and under the Trademarks, and any derivation thereof, together with (a) the benefit of any rights at common law which have accrued to Cardinal through use of the Trademarks or otherwise, (b) the goodwill of the business symbolized by thereby, (c) all applications and registrations therefor, and (d) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity.

2. Cardinal agrees that it will make no further use of the Trademarks except pursuant to licenses granted by Assignee.

3. All right, title and interest in the Trademarks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Cardinal if this Assignment had not been made. Without limitation to the foregoing, Cardinal assigns with the Trademarks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitation, damages and payments for past,

**SCHEDULE A
TRADEMARKS**

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Class
Australia	POLYTRAP	A375235	05/07/82	375235	05/07/82	001
Canada	POLYTRAP	489139	06/25/82	284921	11/10/83	001
Denmark	POLYTRAP	564884	10/15/84	014031986	06/13/86	001
France	POLYTRAP	023185907	09/27/02	023185904	10/31/02	001
Germany	POLYTRAP	323741	08/07/82	1054970	08/07/82	001
Italy	POLYTRAP	20949	09/10/82	408599	03/03/86	001
Japan	POLYTRAP	71965/82	08/14/82	1752867	03/25/85	001
Switzerland	POLYTRAP	52993/2003	07/09/03			001
United Kingdom	POLYTRAP	1174500	05/06/82	B1174500	05/06/89	001
US	POLYTRAP	73277,790	09/15/80	1211149	10/05/82	001
Canada	POLYTRAP FILM	504490	06/01/83	303665	06/14/85	001
Denmark	POLYTRAP FILM	564984	10/15/84	015871986	07/04/86	001
Canada	POLYTRAP SMP	504489	12/21/94	298275	12/21/84	001

850028_1