

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		01/02/2007	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	Signal Investment & Management Co.
<b>Street Address:</b>	1105 North Market Street, Suite 1300
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801-1241
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	2988776	ACT
Registration Number:	1524076	
Registration Number:	2547904	BUBBLE GUM BLOW OUT
Registration Number:	2815481	GROOVY GRAPE
Registration Number:	3008794	X2
Registration Number:	3081283	X2
Registration Number:	0840315	BALMEX
Registration Number:	0617601	BALMEX
Registration Number:	2944132	AS PROTECTIVE AS YOU
Registration Number:	2410803	BALMEX
Registration Number:	2410802	BALMEX MEDICATED PLUS
Registration Number:	3062116	CORTIZONE 10
Registration Number:	1803595	CORTIZONE-10

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Registration Number:	2356112	CORTIZONE-10 QUICK SHOT
Registration Number:	3062117	CORTIZONE 5
Registration Number:	1562987	CORTIZONE-5
Registration Number:	2352668	QUICK SHOT
Registration Number:	0340742	KAOPECTATE
Registration Number:	0695947	SURFAK
Registration Number:	1115938	UNISOM
Registration Number:	1843461	UNISOM SLEEPGELS
Registration Number:	2327125	UNISOM SLEEPTABS
Registration Number:	2672374	SLEEPGELS
Registration Number:	2672373	SLEEPTABS
Serial Number:	78747417	ACT RESTORING

**CORRESPONDENCE DATA**

Fax Number: (423)785-8480  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4237566600  
Email: djohnson@millermartin.com  
Correspondent Name: Douglas T. Johnson  
Address Line 1: Suite 1000 Volunteer Building  
Address Line 2: 832 Georgia Avenue  
Address Line 4: Chattanooga, TENNESSEE 37402-2289

ATTORNEY DOCKET NUMBER:	15788-0167
NAME OF SUBMITTER:	Douglas T. Johnson
Signature:	/Douglas T. Johnson/
Date:	01/17/2007

Total Attachments: 6  
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**CHATTEM GENERAL ASSIGNMENT**

This General Assignment is made and entered into as of the 2<sup>nd</sup> day of January, 2007 between Johnson & Johnson, a New Jersey corporation (hereinafter the "Assignor"), and Signal Investment & Management Co., a Delaware corporation (hereinafter the "Assignee").

**WHEREAS**, Assignor, Chattem, Inc., a Tennessee corporation, and Pfizer Inc., a Delaware corporation, have entered into an Asset Purchase Agreement made as of the 5<sup>th</sup> day of October 2006 (hereinafter the "APA") in which Assignor and Pfizer Inc., directly or indirectly through their subsidiaries, have agreed to the transfer of certain assets to Chattem, Inc. or its assignee, including certain trademarks and domain names;

**WHEREAS**, Chattem, Inc., has assigned its rights to acquire such assets to Assignee;

**WHEREAS**, included among these assets are certain trademarks and domain names which Pfizer Inc. on its behalf and on the behalf of its subsidiary and affiliated companies (hereinafter individually and collectively "Pfizer") has agreed to sell to Assignor pursuant to a Stock and Asset Purchase Agreement, dated as of June 25, 2006; and

**WHEREAS**, pursuant to the APA, Pfizer has assigned and/or agreed to assign to Assignor the aforesaid trademarks and domain names prior to the effective time of this General Assignment.

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and/or agrees to assign to Assignee all of its right, title and interest in:

A) the registered and unregistered trademarks, set forth in Schedule 1.1(g) of the APA, together with all the goodwill associated with the foregoing, and

B) the domain names set forth on Schedule 1.1(d) of the APA.

2. As of the execution of this General Assignment, Assignee shall have all benefits, privileges, causes of action and remedies arising out of or relating to the assigned trademarks and domain names or the exploitation thereof, including without limitation, the right to apply for and maintain all applications, registrations or renewals therefor, to sue for all past and future infringements thereof or other violations of any rights therein, and to settle and retain proceeds from any such action.

3. Assignor agrees to execute, or cause to have executed, any confirmatory trademark assignments or other documents that may be required in addition to the signing of this General Assignment in order to transfer to the Assignee the ownership of the trademarks and domain names as set out herein and in order to effectuate the intent of this General Assignment. This obligation shall expire upon the second anniversary of the date of this General Assignment.

4. The parties agree that nothing in this General Assignment shall be construed to transfer any rights, properties or assets beyond those specifically referenced herein nor shall it derogate from any other agreement including the parties.

**ASSIGNOR**

**ASSIGNEE**

By:  \_\_\_\_\_  
Title: **Treasurer**

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

Agreed and Acknowledged:  
**CHATTEM, INC.**

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



**Schedule 1.1(g)**  
**Transferred Trademark Rights**

**ACT®**

- US Reg. No. 2988776 ACT®
- US Reg. No. 1524076 ACT® Bottle Design
- US Application Serial No. 78747417 ACT RESTORING
- US Reg. No. 2547904 BUBBLE GUM BLOW OUT®
- US Reg. No. 2815481 GROOVY GRAPE®
- US Reg. No. 3008794 X2®
- US Reg. No. 3081283 X2® Logo

**Balmex®**

- US Reg. No. 0840315 BALMEX®
- US Reg. No. 0617601 BALMEX®
- US Reg. No. 2944132 AS PROTECTIVE AS YOU®
- US Reg. No. 2410803 BALMEX®
- US Reg. No. 2410802 BALMEX® MEDICATED PLUS

**Cortizone**

- US Reg. No. 3062116 Cortizone-10®
- US Reg. No. 1803595 Cortizone-10® (Stylized)
- US Reg. No. 2356112 Cortizone-10® Quick Shot®
- US Reg. No. 3062117 Cortizone-5®
- US Reg. No. 1562987 Cortizone-5® (Stylized)
- US Reg. No. 2352668 Quick Shot®

**Kaopectate®**

- US Reg. No. 0340742 Kaopectate®
- US Reg. No. 0695947 Surfak® (Stylized)
- Aruba Reg. No. 16785 Kaopectate®
- Barbados Reg. No. 81/8553 Kaopectate®
- Haiti Reg. No. 317/114 Kaopectate®
- Jamaica Reg. No. 27129 Kaopectate®
- Netherlands Antilles Reg. No. 18281 Kaopectate®
- Trinidad and Tobago Reg. No. 22676 Kaopectate®

**Unisom®**

- US Reg. No. 1115938 Unisom®
- US Reg. No. 1843461 Unisom® Sleepgels®
- US Reg. No. 2327125 Unisom® Sleptabs®
- US Reg. No. 2672374 Sleepgels®
- US Reg. No. 2672373 Sleptabs®