

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
F.A. PRODUCTS L.P.		11/08/2007	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	DERMA FIRST AID PRODUCTS, INC.
Street Address:	214 CARNEGIE CENTER, SUITE 100
City:	PRINCETON
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1941293	HERBIE
Registration Number:	1942948	GLITTER
Registration Number:	0817463	WHITE CROSS
Registration Number:	2284375	AMERICAN WHITE CROSS
Registration Number:	2188862	
Registration Number:	2286916	AMERICAN WHITE CROSS
Registration Number:	2707028	SUPER FLEX
Registration Number:	2708135	WATER SEAL
Registration Number:	3058686	STAT STRIP
Registration Number:	3058465	DURA-BAND
Registration Number:	3099708	AMERICAN WHITE CROSS FIRST AID

CORRESPONDENCE DATA

Fax Number: (816)412-9393

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 816-842-8600
Email: TRADEMARK@STINSON.COM
Correspondent Name: CONSTANCE M. JORDAN
Address Line 1: 1201 WALNUT, SUITE 2900
Address Line 2: STINSON TRADEMARK ADMINISTRATOR
Address Line 4: KANSAS CITY, MISSOURI 64106-2150

ATTORNEY DOCKET NUMBER:	506429-0000
NAME OF SUBMITTER:	CONSTANCE M. JORDAN
Signature:	/CMJ/
Date:	12/12/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this [8] day of November 2007, by and between F.A. Products L.P., a Delaware limited partnership ("Assignor") and having a principal place of business at 51 Blackburn Drive, Gloucester, Massachusetts 01930; and Derma First Aid Products, Inc., a Pennsylvania corporation ("Assignee") and having a principal place of business at 5 214 Carnegie Center, Suite 100, Princeton, NJ 08540.

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November [8], 2007 (the "Asset Purchase Agreement"), pursuant to which Assignor sells, transfers, assigns, conveys and delivers to Assignee, and Assignee purchases and acquires from Assignor, all right title and interest to and in all of the assets described therein, including, without limitation, the rights in the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business;

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, 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 thereby and appurtenant thereto, 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 of 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.

Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Assignee is hereby authorized to record this Assignment with the United States Patent & Trademark Office and any similar office of any country or countries foreign to the United States.

The Assignor hereby further assigns, transfers and conveys to the Assignee any and all claims that Assignor may hold for damages for reason of past, present or future infringement of the Marks.

The Assignor hereby warrants that it is the sole owner of the Marks.

To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Assignor and Assignee, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

[Remainder of page intentionally left blank]

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

ASSIGNOR: **F.A. PRODUCTS L.P.**
By: First Aid Products, Inc.
Its: General Partner

By: _____
Name: James W. Todd
Title: President and Chief Executive Officer

NOTARIZATION

On this 5th day of November 2007, before me, the undersigned Notary Public, personally appeared James Todd, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of ASSIGNOR and executed this document of his/her own free will.

Deborah D. Spaniak
Signature of Notary



My Commission Expires: 8/16/10

ASSIGNEE: DERMA FIRST AID PRODUCTS, INC.

Name: _____
Signature: _____
Title: _____

On this ____ day of _____ 2007, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

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

ASSIGNOR: F.A. PRODUCTS L.P.

Name: _____

Signature: _____

Title: _____

NOTARIZATION

On this ____ day of _____ 2007, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of ASSIGNOR and executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

ASSIGNEE: DERMA FIRST AID PRODUCTS, INC.

Name: Edward J. Quinn

Signature: Edward J. Quinn

Title: CEO & Pres.

On this 21 day of November 2007, before me, the undersigned Notary Public, personally appeared Edward J. Quinn, proved to me through satisfactory evidence of identification, which was/were CEO & President, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

(Seal)

Suzanne G. [Signature]
Signature of Notary

My Commission Expires: 11/24/2012

SCHEDULE A

Marks

MARK	SERIAL/ REGISTRATION NO.	STATUS
HERBIE	74/632,386 1,941,293	Registered Registered: 12/12/1995
GLITTER	74/632,457 1,942,948	Registered Registered: 12/19/1995
WHITE CROSS	72/218,169 817,463	Registered Registered: 10/25/1966
AMERICAN WHITE CROSS	75/224,676 2,284,375	Registered Registered: 0/12/1999
Cross Design	75/224,894 2,188,862	Registered Registered: 9/15/1998
AMERICAN WHITE CROSS (words and design)	75/224,895 2,286,916	Registered Registered: 10/19/1999
SUPER FLEX	76/440,632 2,707,028	Registered Registered: 4/15/2003
WATER SEAL	76/281,008 2,708,135	Registered Registered: 4/15/2003
STAT STRIP	78/332,024 3,058,686	Registered Registered: 2/14/2006
DURA-BAND	76/603,245 3,058,465	Registered Registered: 2/14/2006
AMERICAN WHITE CROSS FIRST AID	76/603,248 3,099,708	Registered Registered: 6/6/2006