

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		08/29/2008	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Caldwell Consumer Health LLC
Street Address:	2001 Route 46
Internal Address:	Waterview Plaza, Suite 310
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1394574	FRESH 'N BRITE
Registration Number:	2443100	HEALTHY WOMAN
Registration Number:	2291301	HEALTHY WOMAN
Registration Number:	2506435	HEALTHY WOMAN
Registration Number:	1155160	WART-OFF
Registration Number:	1280608	STIM-U-DENT

CORRESPONDENCE DATA

Fax Number: (732)530-2039
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 732-275-3100
 Email: trademark@mfiplaw.com
 Correspondent Name: Brian M. Gaynor
 Address Line 1: 365 Broad Street
 Address Line 2: Third Floor

CH \$165.00 1394574

Address Line 4: Red Bank, NEW JERSEY 07701

ATTORNEY DOCKET NUMBER:

CCH001

NAME OF SUBMITTER:

Brian M. Gaynor

Signature:

/brian gaynor/

Date:

09/11/2008

Total Attachments: 8

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GENERAL ASSIGNMENT

Trademarks, Trade Dress, and Domain Names

1. Johnson & Johnson, a New Jersey corporation, with a place of business at One Johnson & Johnson Plaza, New Brunswick, NJ 08933 USA, (hereinafter the "Assignor"), hereby assigns and/or agrees to assign for good and valuable consideration to Caldwell ~~Pharmaceuticals~~ ^{Consumer Health} LLC (hereinafter the "Assignee") and/or any designees of the Assignee, any of its right, title and interest to the following, such assignment to constitute delivery by Assignor on behalf of Assignee that are purchasers under the Purchase Agreements (as defined below):

- (a) Those trademarks owned by Assignor and used solely in the Business (as defined in the relevant Purchase Agreement) and the other trademarks related solely to the Stim U Dent® products, including, but not limited to, the applications and registrations shown in Schedule A, in respect of all goods and services covered by the specifications thereof, whether registered or unregistered, including trademark get-ups, trade dress, logos, designs and labels, together with any associated goodwill, and any common law and related rights thereto in the Territory (as defined in the Purchase Agreements);
- (b) Those other trademarks included on Schedule B that are not used in the Business or are otherwise identified as Worldwide Trademarks in Schedule 1.1(c) of the related Purchase Agreement; and
- (c) All domain names included on the attached Schedule C.

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

3. This General Assignment shall be effective on August 28, 2008 ("Effective Date"), with such effectiveness to be deemed to occur immediately prior to the effectiveness of the Purchase Agreements. TV

4. Assignor agrees to execute, or to 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 any trademarks, trade dress, trade names and domain names in individual countries, including any trademark registrations or applications and otherwise, in order to effectuate the intent of this General Assignment, for a period of ~~eighteen (18)~~ SIX (6) months following the Effective Date. Any and all such documents are to be prepared by Assignee. as of TV

5. For purposes of this General Assignment, the term "Purchase Agreements" means the Asset Purchase Agreements, each dated August 28, 2008, between Johnson & Johnson Healthcare Products, Division of McNEIL-PPC, Inc. and Assignee. Capitalized terms used but not defined herein shall have the meaning given such terms in the Purchase Agreements, and, if any such terms are defined in more than one Purchase Agreement, for purposes of this Agreement such terms shall include both definitions. TV

JOHNSON & JOHNSON:

Place: New Brunswick, NJ

By: 

Title: LAURENCE RICKLES / ASSISTANT SECRETARY

CONSUMER HEALTH
CALDWELL PHARMACEUTICALS, LLC:

Place:

By: 

Title: JEFFREY L. WASSERMAN, CEO

Schedule A

TRADEMARKS USED IN THE BUSINESS

Trademark	Country	Application/ Registration number
FRESH 'N BRITE	UNITED STATES OF AMERICA	1394574
HEALTHY WOMAN	UNITED STATES OF AMERICA	2443100
HEALTHY WOMAN	UNITED STATES OF AMERICA	2291301
HEALTHY WOMAN AND DESIGN	UNITED STATES OF AMERICA	2506435
WART-OFF	UNITED STATES OF AMERICA	1155160
STIM-U-DENT	BENELUX	014544
STIM-U-DENT	CANADA	169067
STIM-U-DENT	UNITED STATES OF AMERICA	1280608

Schedule B

TRADEMARKS NOT USED IN THE BUSINESS

Trademark	Country	Application/ Registration number
HEALTHY WOMAN	ARGENTINA	1855303
HEALTHY WOMAN	BAHRAIN	29947
HEALTHY WOMAN	BOLIVIA	4247
HEALTHY WOMAN	BRAZIL	822601729
HEALTHY WOMAN	BRAZIL	823044475
HEALTHY WOMAN	CAMBODIA	12986
HEALTHY WOMAN	CHINA, PEOPLES REPUBLIC (PRC)	1720564
HEALTHY WOMAN	COLOMBIA	87800
HEALTHY WOMAN	COSTA RICA	
HEALTHY WOMAN	DENMARK	2015
HEALTHY WOMAN	DOMINICA	42
HEALTHY WOMAN	DOMINICAN REPUBLIC	114566
HEALTHY WOMAN	ECUADOR	11183
HEALTHY WOMAN	EL SALVADOR	182/119
HEALTHY WOMAN	ESTONIA	34326
HEALTHY WOMAN	FIJI	198
HEALTHY WOMAN	GEORGIAN REPUBLIC	13827
HEALTHY WOMAN	GREECE	143403
HEALTHY WOMAN	GREECE	146751
HEALTHY WOMAN	GUATEMALA	105185
HEALTHY WOMAN	HONDURAS	83841
HEALTHY WOMAN	INDIA	944900
HEALTHY WOMAN	INDONESIA	472313
HEALTHY WOMAN	JAPAN	4563352
HEALTHY WOMAN	JORDAN	56913
HEALTHY WOMAN	LAOS	7515
HEALTHY WOMAN	LEBANON	83602
HEALTHY WOMAN	MEXICO	695016
HEALTHY WOMAN	MEXICO	651334
HEALTHY WOMAN	NICARAGUA	1311
HEALTHY WOMAN	NORWAY	206295
HEALTHY WOMAN	OMAN	22024

HEALTHY WOMAN	PANAMA	106592
HEALTHY WOMAN	PARAGUAY	256055
HEALTHY WOMAN	PERU	64033
HEALTHY WOMAN	QATAR	22487
HEALTHY WOMAN	ST. KITTS & NEVIS	5070
HEALTHY WOMAN	ST. LUCIA	98
HEALTHY WOMAN	TAIWAN	4226
HEALTHY WOMAN	TAIWAN	930058
HEALTHY WOMAN	URUGUAY	321067
HEALTHY WOMAN	VENEZUELA	228031
HEALTHY WOMAN	VIETNAM	39453
HEALTHY WOMAN (STYLIZED)	ICELAND	779
HEALTHY WOMAN (STYLIZED)	MALTA	31280
HEALTHY WOMAN AND DESIGN	AUSTRALIA	869205
HEALTHY WOMAN AND DESIGN	BENELUX	677507
HEALTHY WOMAN AND DESIGN	FINLAND	224270
HEALTHY WOMAN AND DESIGN	INTERNATIONAL PROCEDURE	755732
HEALTHY WOMAN AND DESIGN	JAMAICA	38629
HEALTHY WOMAN AND DESIGN	LITHUANIA	43487
HEALTHY WOMAN AND DESIGN	NEW ZEALAND	633743
HEALTHY WOMAN AND DESIGN	SWEDEN	357792
HEALTHY WOMAN AND DESIGN	UNITED KINGDOM (Great Britain)	2263239
HEALTHY WOMAN AND DESIGN	ZIMBABWE	176
HEALTHY WOMAN AND LOGO	THAILAND	139187
HEALTHY WOMAN AND LOGO	VENEZUELA	228162
HEALTHY WOMAN LOGO	CHILE	603511
WART-OFF	PHILIPPINES	4-2005-011464
WART-OFF	THAILAND	4/1999/04869
STIMUDENT	BENELUX	483299
STIMUDENT	INTERNATIONAL PROCEDURE	567010
STIM-U-DENT	ARGENTINA	2741534
STIM-U-DENT	ARGENTINA	2741535
STIM-U-DENT	ARGENTINA	2741536
STIM-U-DENT	AUSTRALIA	320059
STIM-U-DENT	AUSTRALIA	320060

STIM-U-DENT	AUSTRALIA	320061
STIM-U-DENT	BRAZIL	6953166
STIM-U-DENT	CHILE	597978
STIM-U-DENT	COLOMBIA	143460
STIM-U-DENT	ECUADOR	847-08
STIM-U-DENT	EL SALVADOR	111/125
STIM-U-DENT	GREECE	41913
STIM-U-DENT	GUATEMALA	111700
STIM-U-DENT	GUATEMALA	57813
STIM-U-DENT	HONDURAS	50776
STIM-U-DENT	INTERNATIONAL PROCEDURE	357689
STIM-U-DENT	INTERNATIONAL PROCEDURE	477968
STIM-U-DENT	IRELAND	70533
STIM-U-DENT	JAPAN	2194872
STIM-U-DENT	LEBANON	46283
STIM-U-DENT	NORWAY	161728
STIM-U-DENT	PANAMA	054213
STIM-U-DENT	SPAIN	2232639
STIM-U-DENT	SPAIN	589764
STIM-U-DENT	SWEDEN	130405
STIM-U-DENT	INTERNATIONAL PROCEDURE	357689
STIM-U-DENT	INTERNATIONAL PROCEDURE	477968
STIM-U-DENT	VENEZUELA	233771
STIM-U-DENT	VENEZUELA	233772
STIM-U-DENTS	BOLIVIA	16449
STIM-U-DENTS	BOLIVIA	
STIM-U-DENTS	BOLIVIA	
STIM-U-DENTS	LEBANON	69419
STIM-U-DENTS	NEW ZEALAND	80075
STIM-U-DENTS	SOUTH AFRICA	1833/46/1
STIM-U-DENTS	SOUTH AFRICA	1833/46/2
STIM-U-DENTS	SPAIN	

Schedule C

DOMAIN NAMES

Domain Name	Registrant	Registration Date	Expiration Date
healthy-woman.ca	J&J, Inc. Canada	11/9/2000	12/1/2008
healthywoman.asia	Johnson & Johnson	12/7/2007	12/7/2009
healthywoman.com.au	Johnson & Johnson Pacific Pty ltd	3/20/2004	7/2/2008
healthywoman.be	Johnson & Johnson	12/13/2000	12/13/2008
healthywoman.cl	Johnson & Johnson de Chile SA	9/18/2007	9/18/2008
healthywoman.cn	Johnson & Johnson	3/17/2003	3/17/2009
healthywoman.com.cn	Johnson & Johnson	12/16/2002	12/16/2008
healthywoman.ec	Johnson & Johnson	11/15/2006	11/15/2008
healthywoman.com.ec	Johnson & Johnson	11/15/2006	11/15/2008
healthywoman.es	Johnson & Johnson	11/11/2005	11/11/2008
healthywoman.eu	Janssen Pharmaceutica NV	4/25/2006	4/25/2008
healthywoman.hk	Johnson & Johnson Korea Ltd.	11/15/2006	11/16/2008
healthywoman.im	Johnson & Johnson	11/14/2006	11/15/2008
healthywoman.in	Johnson & Johnson	2/16/2005	2/19/2009
healthywoman.info	Johnson & Johnson	7/13/2002	7/13/2008
healthywoman.kr	Johnson & Johnson Korea Ltd.	4/13/2007	4/13/2008
healthywoman.co.kr	Johnson & Johnson Korea Ltd.	11/16/2006	11/16/2008
healthywoman.me	Johnson & Johnson	5/19/2008	6/13/2013
healthywoman.mobi	Johnson & Johnson	6/12/2006	6/12/2008
healthywoman.net	Johnson & Johnson	12/2/1998	12/1/2008
healthywoman.pe	Johnson & Johnson	1/3/2008	1/2/2009
healthywoman.com.pe	Johnson & Johnson	1/3/2008	1/2/2009
healthywoman.pk	Johnson & Johnson	12/1/2005	12/1/2010
healthywoman.se	Johnson & Johnson	4/15/2003	4/15/2008
healthywoman.tw	Johnson & Johnson	11/1/2005	11/1/2008
healthywoman.com.tw	Johnson & Johnson	7/30/2005	7/29/2008
healthywoman.vn	Johnson & Johnson	8/15/2006	8/15/2008
stim-u-dent.eu			
stim-u-dent.eu	Janssen Pharmaceutica NV	8/25/2006	8/25/2009
stimudent.biz	Johnson & Johnson	11/15/2001	11/18/2008
stimudent.ca	J&J, Inc. Canada	11/9/2000	12/1/2008
stimudent.com	Johnson & Johnson	10/10/1996	10/9/2008
stimudent.info	Johnson & Johnson	7/31/2001	7/31/2009
stimudent.us	Johnson & Johnson	4/25/2002	4/24/2009
freshnbrite.asia			
freshnbrite.asia	Johnson & Johnson	12/6/2007	12/6/2009
freshnbrite.mobi	Johnson & Johnson	9/11/2007	9/12/2009
freshnbrite.tv	Johnson & Johnson	5/15/2007	5/15/2009
freshnbrite.biz	Johnson & Johnson	3/6/2003	3/5/2009
freshnbrite.com	Johnson & Johnson	3/6/2003	3/6/2009
freshnbrite.info	Johnson & Johnson	3/6/2003	3/6/2009
freshnbrite.net	Johnson & Johnson	3/6/2003	3/6/2009

freshnbrite.org	Johnson & Johnson	3/6/2003	3/6/2009
freshnbrite.us	Johnson & Johnson	3/9/2003	3/8/2009
wart-off.asia	Johnson & Johnson	12/10/2007	12/10/2009
wart-off.tv	Johnson & Johnson	5/15/2007	5/15/2009
wartoff.mobi	Johnson & Johnson	9/11/2007	9/11/2009
wart-off.com	Johnson & Johnson	1/18/2008	1/18/2009
wart-off.cr	Johnson & Johnson	3/8/2008	3/8/2009
wart-off.co.cr	Johnson & Johnson	5/13/2008	5/13/2010
wart-off.rs	Johnson & Johnson	3/28/2008	3/31/2009
wartoff.biz	Johnson & Johnson	11/19/2001	11/18/2008
wartoff.com	Johnson & Johnson	12/23/1995	12/22/2008
wartoff.info	Johnson & Johnson	9/22/2001	9/22/2008
wartoff.net	Johnson & Johnson	3/6/2003	3/6/2009
wartoff.org	Johnson & Johnson	3/7/2003	3/7/2010
wartoff.us	Johnson & Johnson	3/9/2003	3/8/2009