

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name                          | Formerly | Execution Date | Entity Type                         |
|-------------------------------|----------|----------------|-------------------------------------|
| Caldwell Consumer Health, LLC |          | 09/17/2008     | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

|                 |                          |
|-----------------|--------------------------|
| Name:           | Sovereign Bank           |
| Street Address: | 3 Terry Drive, Suite 102 |
| City:           | Newtown                  |
| State/Country:  | PENNSYLVANIA             |
| Postal Code:    | 18940                    |
| Entity Type:    | Banking corporation:     |

PROPERTY NUMBERS Total: 10

| Property Type        | Number  | Word Mark      |
|----------------------|---------|----------------|
| Registration Number: | 1502774 | CONCEPTROL     |
| Registration Number: | 1609550 | CONCEPTROL     |
| Registration Number: | 0657655 | DELFFEN        |
| Registration Number: | 1394574 | FRESH 'N BRITE |
| Registration Number: | 1206690 | GYNOL II       |
| Registration Number: | 2291301 | HEALTHY WOMAN  |
| Registration Number: | 2443100 | HEALTHY WOMAN  |
| Registration Number: | 2506435 | HEALTHY WOMAN  |
| Registration Number: | 1280608 | STIM-U-DENT    |
| Registration Number: | 1155160 | WART-OFF       |

CORRESPONDENCE DATA

Fax Number: (866)422-6379

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

OP \$265.00 1502774

Phone: 717.255.1195  
Email: newmana@pepperlaw.com  
Correspondent Name: Anne D. Newman  
Address Line 1: 100 Market Street, Suite 200  
Address Line 4: Harrisburg, PENNSYLVANIA 17101-2044

|                         |                |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 111112.00109   |
| NAME OF SUBMITTER:      | Anne D. Newman |
| Signature:              | /annednewman/  |
| Date:                   | 09/18/2008     |

**Total Attachments: 14**

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## NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated the 17<sup>th</sup> day of September, 2008, by CALDWELL CONSUMER HEALTH, LLC., a Delaware limited liability company (the "Borrower") to and in favor of SOVEREIGN BANK (the "Lender").

WHEREAS, Borrower is the owner of certain Collateral as listed in Exhibits A, B, C, D and E hereto; and

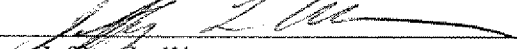
WHEREAS, Lender has made loans to Borrower on the condition, among others, that Borrower pledge and grant to Lender, as collateral for the Obligations (as defined in the IP Security Agreement described below), a security interest and lien in and to such Collateral and application therefor described above, including without limitation the registrations thereof, the goodwill associated therewith and other related claims and rights (the "IP") as more fully described in that certain Intellectual Property Security Agreement by Borrower in favor of Lender dated September 17, 2008 (as it may be amended, restated or modified from time to time, the "IP Security Agreement");

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound, as security for the due and timely payment and performance of the Obligations, Borrower hereby pledges, grants and assigns to a security interest and lien in and to all rights, title and interest in and to the aforesaid IP, and gives notice of such security interest and the existence of such IP Security Agreement providing therefor.


*[Signature Page Follows]*

Executed as of the date first above written.

CALDWELL CONSUMER HEALTH, LLC

By:   
Name: Jeffrey L. Wasserman  
Title: President

SOVEREIGN BANK

By:   
Name: Ellen Gibbin Dodel  
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Philadelphia )

) :ss.

On this, the 17<sup>th</sup> day of September, 2008, before me Jeffrey L. Wasserman, the undersigned officer, personally appeared Jeffrey L. Wasserman, who acknowledged himself to be the President of CALDWELL CONSUMER HEALTH, LLC, a Delaware limited liability company, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as President.

In witness whereof, I hereunto set my hand and official seals.

[seal]

Jeffrey L. Wasserman  
NOTARY PUBLIC

Commonwealth of Pennsylvania  
NOTARIAL SEAL  
JACQUELINE Y. EASTRIDGE, NOTARY PUBLIC  
CITY OF PHILADELPHIA, COUNTY OF PHILADELPHIA  
MY COMMISSION EXPIRES AUGUST 4, 2010

**EXHIBIT A**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents**

None.

**EXHIBIT B**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Copyrights**

None.

**EXHIBIT C**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Licenses**

1. Caldwell will have a license under Section 7.3 of each of (a) Asset Purchase Agreement by and between Johnson & Johnson Healthcare Products, Division of McNeil-PPC, Inc. and Caldwell Pharmaceuticals, LLC [Fresh-N-Brite Toothpaste; Wart Off Wart Remover and Healthy Woman Soy Supplement], (b) Asset Purchase Agreement by and between Johnson & Johnson Healthcare Products, Division of McNeil-PPC, Inc. and Caldwell Pharmaceuticals, LLC [Stim-U-Dent Plaque Removers] and (c) Asset Purchase Agreement by and between McNeil-PPC, Inc. and Caldwell Pharmaceuticals, LLC [Conceptrol; Gynol II and Delfen] to use Johnson and Johnson trademarks for 90 days post-closing to sell out inventory.



**EXHIBIT D**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Trademarks**

**US Trademarks**

| Trademark              | Status     | Serial No./<br>Reg. No. | Filing Date<br>Reg. Date |
|------------------------|------------|-------------------------|--------------------------|
| CONCEPTROL             | Renewed    | 73/708727<br>1502774    | 2/1/88<br>9/6/08         |
| CONCEPTROL             | Renewed    | 74/008487<br>1609550    | 12/7/89<br>8/14/90       |
| DELFIN                 | Renewed    | 72/000509<br>657655     | 1/11/56<br>1/28/58       |
| FRESH 'N' BRITE        | Renewed    | 73/536/742<br>1394574   | 5/9/85<br>5/27/86        |
| GYNOL II               | Renewed    | 73/280655<br>1206690    | 10/6/80<br>8/31/82       |
| HEALTHY WOMAN          | Registered | 75/126947<br>2291301    | 6/28/96<br>11/9/99       |
| HEALTHY WOMAN          | Registered | 75/541701<br>2443100    | 8/24/98<br>7/27/99       |
| HEALTHY WOMAN & Design | Registered | 76/162945<br>2506435    | 11/13/00<br>11/13/01     |
| STIM-U-DENT            | Renewed    | 73/379883<br>1280608    | 8/13/82<br>6/5/84        |
| WART OFF               | Renewed    | 73/237907<br>1155160    | 11/5/79<br>5/19/81       |

## Foreign Trademarks

| Trademark              | Country   | Appl. No./<br>Reg. No. | Filing Date/<br>Reg. Date |
|------------------------|-----------|------------------------|---------------------------|
| HEALTHY WOMAN          | Argentina | 1855303                |                           |
| STIM-U-DENT            | Argentina | 2741534                |                           |
| STIM-U-DENT            | Argentina | 2741535                |                           |
| STIM-U-DENT            | Argentina | 2741536                |                           |
| HEALTHY WOMAN & Design | Australia | 869205                 | 3/14/2001                 |
| STIM-U-DENT            | Australia | 320059                 | 7/17/1978                 |
| STIM-U-DENT            | Australia | 320060                 | 7/17/1978                 |
| STIM-U-DENT            | Australia | 320061                 | 7/17/1978                 |
| HEALTHY WOMAN          | Bahrain   | 29947                  |                           |
| HEALTHY WOMAN & Design | Benelux   | 977616<br>677507       | 11/14/2000                |
| STIMUDENT              | Benelux   | 752649<br>483299       | 9/28/1990                 |
| STIM-U-DENT            | Benelux   | 519706<br>14544        | 4/7/1971                  |
| HEALTHY WOMAN          | Bolivia   | 110153-C               |                           |
| STIM-U-DENTS           | Bolivia   |                        |                           |
| STIM-U-DENTS           | Bolivia   |                        |                           |
| HEALTHY WOMAN          | Brazil    | 822601729              | 3/3/2000                  |
| HEALTHY WOMAN          | Brazil    | 823044475              | 8/3/2000                  |
| STIM-U-DENT            | Brazil    | 6953166                | 9/18/78<br>7/10/79        |
| HEALTHY WOMAN          | Cambodia  | 12986                  |                           |

| Trademark              | Country               | Appl. No./<br>Reg. No.       | Filing Date/<br>Reg. Date |
|------------------------|-----------------------|------------------------------|---------------------------|
| STIM-U-DENT            | Canada                | 321548<br>TMA169067          | 4/15/69<br>5/8/70         |
| HEALTHY WOMAN & Design | Chile                 | 60351                        |                           |
| STIM-U-DENT            | Chile                 | 597978                       |                           |
| HEALTHY WOMAN          | China                 | 1720564                      | 9/20/00<br>2/28/02        |
| HEALTHY WOMAN          | Colombia              | 87800                        |                           |
| STIM-U-DENT            | Colombia              | 143460                       |                           |
| HEALTHY WOMAN          | Costa Rica            |                              |                           |
| HEALTHY WOMAN & Design | Denmark               | VA 1348 2000<br>VR 2015 2000 | 3/24/00<br>5/8/00         |
| HEALTHY WOMAN          | Dominica              | 42                           |                           |
| HEALTHY WOMAN          | Dominican<br>Republic | 114566                       |                           |
| HEALTHY WOMAN          | Ecuador               | 11183                        |                           |
| STIM-U-DENT            | Ecuador               | 170047                       | 4/21/2006                 |
| HEALTHY WOMAN          | El Salvador           | 182/119                      |                           |
| STIM-U-DENT            | El Salvador           | 111/125                      |                           |
| HEALTHY WOMAN          | Estonia               | M200000278<br>34326          | 7/2/2001                  |
| HEALTHY WOMAN          | Fiji                  | 198                          |                           |
| HEALTHY WOMAN & Design | Finland               | 200102064<br>224270          | 6/26/01<br>6/28/02        |
| HEALTHY WOMAN          | Georgian Republic     | 13827                        |                           |
| HEALTHY WOMAN          | Greece                | 143403                       |                           |
| HEALTHY WOMAN          | Greece                | 146751                       |                           |

| Trademark                | Country                   | Appl. No./<br>Reg. No. | Filing Date/<br>Reg. Date |
|--------------------------|---------------------------|------------------------|---------------------------|
| STIM-U-DENT              | Greece                    | 41913                  |                           |
| HEALTHY WOMAN            | Guatemala                 | 105185                 |                           |
| STIM-U-DENT              | Guatemala                 | 111700                 |                           |
| STIM-U-DENT              | Guatemala                 | 57813                  |                           |
| HEALTHY WOMAN            | Honduras                  | 83841                  |                           |
| STIM-U-DENT              | Honduras                  | 50776                  |                           |
| HEALTHY WOMAN (Stylized) | Iceland                   | 779                    |                           |
| HEALTHY WOMAN            | India                     | 944900                 |                           |
| HEALTHY WOMAN            | Indonesia                 | 472313                 |                           |
| HEALTHY WOMAN & Design   | International<br>Register | 755732                 | 3/23/2001                 |
| STIMUDENT                | International<br>Register | 567010                 | 1/25/1991                 |
| STIM-U-DENT              | International<br>Register | 357689                 | 6/23/1989                 |
| STIM-U-DENT              | International<br>Register | 477968                 |                           |
| STIM-U-DENTS             | International<br>Register | 278868                 |                           |
| STIM-U-DENT              | Ireland                   | 70533B                 | 4/7/1966                  |
| HEALTHY WOMAN & Design   | Jamaica                   | 38629                  |                           |
| HEALTHY WOMAN            | Japan                     | 2001-037441<br>4563352 | 4/23/01<br>4/26/02        |
| STIM-U-DENT              | Japan                     | S62-108725<br>2194872  | 9/29/87<br>12/25/89       |
| HEALTHY WOMAN            | Jordan                    | 56913                  |                           |
| HEALTHY WOMAN            | Laos                      | 7515                   |                           |

| Trademark                | Country      | Appl. No./<br>Reg. No. | Filing Date/<br>Reg. Date |
|--------------------------|--------------|------------------------|---------------------------|
| HEALTHY WOMAN            | Lebanon      | 83602                  |                           |
| STIM-U-DENTS             | Lebanon      |                        |                           |
| HEALTHY WOMAN & Design   | Lithuania    | 20010047<br>43487      | 1/12/01<br>8/20/01        |
| HEALTHY WOMAN (Stylized) | Malta        | 31280                  |                           |
| HEALTHY WOMAN            | Mexico       | 413816<br>651334       | 3/3/00<br>4//00           |
| HEALTHY WOMAN            | Mexico       | 466843<br>695016       | 1/19/01<br>4//01          |
| HEALTHY WOMAN & Design   | New Zealand  | 633743                 | 3/9/2001                  |
| STIM-U-DENT              | New Zealand  | 80075                  | 12/6/1965                 |
| HEALTHY WOMAN            | Nicaragua    | 1311                   |                           |
| HEALTHY WOMAN & Design   | Norway       | 20002901<br>206295     | 3/13/00<br>12/28/00       |
| STIM-U-DENT              | Norway       | 199103681<br>161728    | 7/23/91<br>3/10/94        |
| HEALTHY WOMAN            | Oman         | 22024                  |                           |
| HEALTHY WOMAN            | Panama       | 106592                 |                           |
| HEALTHY WOMAN            | Paraguay     | 256055                 |                           |
| HEALTHY WOMAN            | Peru         | 64033                  |                           |
| WART-OFF                 | Philippines  | 4-2005-<br>0114654     |                           |
| HEALTHY WOMAN            | Qatar        | 22487                  |                           |
| STIM-U-DENTS             | South Africa |                        |                           |
| STIM-U-DENTS             | South Africa |                        |                           |
| STIM-U-DENT              | Spain        | 2232639                | 5/6/99<br>5/5/00          |

| Trademark              | Country           | Appl. No./<br>Reg. No. | Filing Date/<br>Reg. Date |
|------------------------|-------------------|------------------------|---------------------------|
| STIM-U-DENT            | Spain             | 589764                 |                           |
| STIM-U-DENTS & Design  | Spain             | 305820                 | 4/3/56<br>8/16/06         |
| HEALTHY WOMAN          | St. Kitts & Nevis | 5070                   |                           |
| HEALTHY WOMAN          | St. Lucia         | 98                     |                           |
| HEALTHY WOMAN & Design | Sweden            | 2001/03690<br>357792   | 6/6/01<br>9/6/02          |
| STIM-U-DENT            | Sweden            | 1969/02388<br>130405   | 5/23/69<br>3/6/70         |
| HEALTHY WOMAN          | Taiwan            | 89008751<br>930058     | 2/21/00<br>2/16/01        |
| HEALTHY WOMAN          | Taiwan            | 4226                   |                           |
| HEALTHY WOMAN & Design | Thailand          | 139187                 |                           |
| WART-OFF               | Thailand          | 4/1999/04869           |                           |
| HEALTHY WOMAN & Design | United Kingdom    | 2263239                | 3/6/01<br>8/24/01         |
| HEALTHY WOMAN          | Uruguay           | 321067                 |                           |
| HEALTHY WOMAN          | Venezuela         | 228031                 |                           |
| HEALTHY WOMAN & Design | Venezuela         | 228162                 |                           |
| STIM-U-DENT            | Venezuela         | 233771                 |                           |
| STIM-U-DENT            | Venezuela         | 233772                 |                           |
| HEALTHY WOMAN          | Vietnam           | 39453                  |                           |
| HEALTHY WOMAN & Design | Zimbabwe          | 176                    |                           |

**EXHIBIT E**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Internet Domain Names**

| <b>Domain</b>       |
|---------------------|
| delfen.com          |
| freshnbrite.asia    |
| freshnbrite.biz     |
| freshnbrite.com     |
| freshnbrite.info    |
| freshnbrite.mobi    |
| freshnbrite.net     |
| freshnbrite.org     |
| freshnbrite.tv      |
| freshnbrite.us      |
| gynol.com           |
| healthywoman.com.cn |
| healthywoman.asia   |
| healthywoman.be     |
| healthy-woman.ca    |
| healthywoman.cl     |
| healthywoman.cn     |
| healthywoman.co.kr  |
| healthywoman.com.au |
| healthywoman.com.ec |
| healthywoman.com.pe |
| healthywoman.com.tw |

| <b>Domain</b>     |
|-------------------|
| healthywoman.ec   |
| healthywoman.es   |
| healthywoman.eu   |
| healthywoman.hk   |
| healthywoman.im   |
| healthywoman.in   |
| healthywoman.info |
| healthywoman.kr   |
| healthywoman.mobi |
| healthywoman.net  |
| healthywoman.pe   |
| healthywoman.pk   |
| healthywoman.se   |
| healthywoman.tw   |
| healthywoman.vn   |
| stimudent.biz     |
| stimudent.ca      |
| stimudent.com     |
| stim-u-dent.eu    |
| stimudent.info    |
| stimudent.us      |
| wart-off.asia     |

| <b>Domain</b>  |
|----------------|
| wartoff.biz    |
| wart-off.co.cr |
| wartoff.com    |
| wart-off.com   |
| wart-off.cr    |
| wartoff.info   |
| wartoff.mobi   |
| wartoff.net    |
| wartoff.org    |
| wart-off.rs    |
| wart-off.tv    |
| wartoff.us     |

