

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
Laclede, Inc.		11/20/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SmithKline Beecham Corporation		
Street Address:	One Franklin Plaza		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19102		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	77033180	HEALTHY TOOTH DAMAGED TOOTH ENAMEL DENTINE PULP GINGIVA SULCUS ROOT PLAGUE PERIODONTAL POCKET RECEDING GUM BACTERIAL AND FOOD DEBRIS EXPOSED DENTINE BONE LOSS	
Registration Number:	1739407	BIOTENE	
Registration Number:	1329910	BIOTENE	
Serial Number:	77549676	BIOTÈNE	
Registration Number:	3377167	BIOTENE DENTURE GRIP	
Registration Number:	3395491	BIOTENE PBF	
Serial Number:	77066271	DISSOLVING ACTION! FOR DEEPER CLEANING PLAQUE & BACTERIAL DEBRIS PERIODONTAL POCKET	
Serial Number:	77033119	DON'T JUST CLEAN . . . BIOTENE!	
Registration Number:	2425953	DRY MOUTH GUM	
Registration Number:	1859403	FIRST TEETH	
Registration Number:	1847550	ORALBALANCE	
Serial Number:	77375408	SALIVARY LP3 ENZYME SYSTEM	

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900123170

TRADEMARK
REEL: 003906 FRAME: 0875

Registration Number:	2669055	V BIOTENE
Registration Number:	3125473	WITH MILK ENZYMES

CORRESPONDENCE DATA

Fax Number: (610)270-7177
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 610-270-4121
Email: trademarks@gsk.com
Correspondent Name: Terence A. Dixon
Address Line 1: 709 Swedeland Road
Address Line 2: UW2221
Address Line 4: King of Prussia, PENNSYLVANIA 19406

NAME OF SUBMITTER:	Terence A. Dixon
Signature:	/tad/
Date:	12/19/2008

Total Attachments: 8
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") dated as of November 20, 2008 ("Effective Date"), between Laclede, Inc., a California corporation, having a place of business at 2103 East University Avenue, Rancho Dominguez, CA 90220 (also the successor in interest of Laclede Professional Products, Inc.) ("Laclede"), Laclede International Limited, a private limited company incorporated in England and Wales, having a place of business at 9-10 Titmore Court, Titmore Green, Little Wymondley, Hitchin, Herfordshire, SG4 7XJ ("Laclede International") and Laclede do Brasil Ltda. a/k/a Laclede do Brasil Prods Med. Odont. Ltda., a Brazilian company, having a place of business at Av. Boturussu, No. 1721, 03802010, Parque Boturussu, São Paulo, SP, Brazil ("Laclede Brazil" and collectively with Laclede and Laclede International, the "Assignors") and SmithKline Beecham Corporation d/b/a GlaxoSmithKline, a Pennsylvania corporation, having a place of business at One Franklin Plaza, Philadelphia, PA 19101 ("Assignee").

WHEREAS, Laclede, Laclede International and Assignee have entered into an Asset Purchase Agreement dated September 12, 2008, as such document was amended pursuant to an Amendment to Asset Purchase Agreement, dated November 20, 2008 (the "Asset Purchase Agreement");

WHEREAS, among the assets to be transferred by Assignors to Assignee under the Asset Purchase Agreement are certain Trademarks (as such term is defined in the Asset Purchase Agreement), including, without limitation, the trademarks set forth in Schedule I attached hereto (the "Marks"), but specifically excluding the Names as defined in the Asset Purchase Agreement;

WHEREAS, Assignors represent and warrant that they own all rights, title and interests in the Marks (except to the extent owned by others who hold any of the Marks for the benefit of Assignors and except as otherwise provided by, or qualified in, the Asset Purchase Agreement, including the Seller's Disclosure Schedules) and Assignors desire to assign all rights, title, and interests in and to the Marks to Assignee (hereafter "All Rights in the Marks"); and

WHEREAS, Assignee desires to accept the assignment of All Rights in the Marks.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby sell, assign, set over and transfer to Assignee All Rights in the Marks, including, without limitation, the trademark registrations and applications thereof set forth on Schedule I, all common law rights and other rights in and to the Marks, and all goodwill associated with the use of the Marks. The rights of Assignee at common law and/or to the end of the term or terms of which registration of the Marks may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; including all claims for royalties for licensing of the Marks and damages by reason of past

infringement(s) of the Marks, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

To the extent that any Marks are currently and validly listed and held in the name of Laclede Professional Products, Inc. or any other affiliate or predecessor-in-interest of Assignors, Assignors represent, warrant and covenant that they have or within 30 days hereafter, at Assignors' sole expense, shall register and record the assignment and transfer of such Marks to Assignors with the applicable government agencies (or confirm any merger of interest therein with Assignor as the surviving interest holder) and shall deliver a copy of such registrations and records to Assignee or its designated attorneys. This representation, warranty and covenant to implement an assignment of the Marks is subject to there existing a currently valid right and interest in the applicable registration and right to register an assignment.

To the extent that any Marks are currently listed or held in the name of a third-party distributor or agent of Assignors or held by any third party for the benefit of Assignors, Assignors represent, warrant and covenant that they have or shall promptly hereafter, solely at Assignors' expense, shall secure the assignment and transfer of such Marks to Assignors, shall deliver copies of such assignments to Assignee or its designated attorneys, and shall execute such additional documents and take such additional action as may be necessary to assign, transfer or otherwise give full effect to and perfect the assignment and transfer of such Marks to Assignee (provided Assignee is qualified to become the assignee and registrant of such Marks in the applicable territory).

Assignors shall have the prosecution files for the Marks transferred to Assignee's designated attorneys within fifteen (15) days for pending applications and within a month for the issued registrations from the date first written above and, at the expense of Assignee, Assignors shall (i) execute such additional documents as are necessary to defend, register, or otherwise give full effect to and perfect the rights of Assignee to the Marks; and (ii) take such further actions as Assignee may reasonably request in order to register and record this Assignment at the appropriate registries to demonstrate Assignee's title to the Marks.

This Assignment shall be binding upon the successors and assigns of Assignors and Assignee. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State. This Assignment may be executed in one or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same agreement.

[The remainder of this page has been left blank intentionally.]

IN WITNESS HEREOF, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

LACLEDE, INC.

By: Michael Pellico

Name: MICHAEL PELLICO

Title: PRESIDENT

LACLEDE INTERNATIONAL LIMITED

By: Michael Pellico

Name: MICHAEL PELLICO

Title: DIRECTOR

LACLEDE DO BRASIL LTDA.

By: Michael Pellico

Name: MICHAEL PELLICO

Title: PRESIDENT

SMITHKLINE BEECHAM
CORPORATION
D/B/A GLAXOSMITHKLINE

By: _____

Name: _____

Title: _____

IN WITNESS HEREOF, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

LACLEDE, INC.

By: _____

Name: _____

Title: _____

LACLEDE INTERNATIONAL LIMITED

By: _____

Name: _____

Title: _____

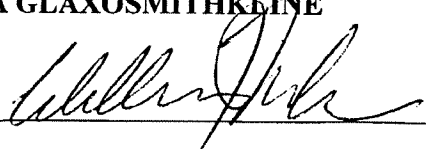
LACLEDE DO BRASIL LTDA.

By: _____

Name: _____

Title: _____

**SMITHKLINE BEECHAM
CORPORATION
D/B/A GLAXOSMITHKLINE**

By:  _____

Name: William J. Mosher

Title: Assistant Secretary

SCHEDULE I

MARKS

<u>Name</u>	<u>Number/Status</u>	<u>Status Date</u>	<u>Owner</u>	<u>Country</u>
BAD-HEALTHY TOOTH	77/033,180	October 31, 2006	Laclede, Inc.	USA
BIOTENE	1,753,315	Sep. 20, 1999	Laclede Professional Products, Inc.	Argentina
BIOTENE	798,202	June 23, 1999	Laclede, Inc.	Australia
BIOTENE	819404403	November 18, 2008	Laclede, Inc.	Brazil
BIOTENE	407,567	Dec. 17, 1991	Laclede, Inc.	Canada
BIOTENE	346517	June 20, 1996	Laclede Professional Products, Inc.	Chile
BIOTENE	1,092,704	Sep. 7, 1997	Laclede, Inc.	China
BIOTENE	1,488,377	Dec. 14, 2000	Laclede, Inc.	China
BIOTENE (IN CHINESE CHARACTERS)	1,056,367	July 21, 1997	Laclede Professional Products, Inc.	China
BIOTENE	?	?	Laclede, Inc.	Colombia
BIOTENE	VR 199108933	Dec. 27, 1991	Laclede Professional Products, Inc.	Denmark
BIOTENE	007144462	Aug. 7, 2008	Laclede, Inc.	EU
BIOTENE	007019987	April 9, 1996	Laclede, Inc.	EU
BIOTENE	002973402	Dec. 13, 2002	Laclede, Inc.	EU
BIOTENE	120521	July 20, 1992	Laclede, Inc.	Finland
BIOTENE	114719	Nov. 5, 1991	Laclede, Inc.	Finland
BIOTENE	707,180	June 6, 1996	Laclede International SPRL	India
BIOTENE	202,105	Aug. 8, 2000	Laclede, Inc.	Ireland
BIOTENE	212902	July 3, 2008	Laclede, Inc.	Israel
BIOTENE	5,092,012	Nov. 16, 2007	Laclede, Inc.	Japan
BIOTENE	1,891,114	Sep. 29, 1986	Laclede, Inc.	Japan
BIOTENE	114,358	July 10, 1985	Laclede, Inc.	Korea
BIOTENE	629,279	Oct. 26, 1999	Laclede Professional Products, Inc.	Mexico
BIOTENE	200808054	June 23, 2008	Laclede, Inc.	Norway
BIOTENE	2008719661	June 23, 2008	Laclede, Inc.	Russia
BIOTENE	203041	June 25, 2008	Laclede, Inc.	Singapore
BIOTENE	Net yet known	June 19, 2008	Laclede, Inc.	South Africa
BIOTENE	231593	Mar. 30, 1992	Laclede, Inc.	Sweden
BIOTENE	59836/2008	August 8, 2008	Laclede, Inc.	Switzerland
BIOTENE	2,067,953	April 9, 1996	Laclede, Inc.	UK
BIOTENE	m2008/12664	June 24, 2008	Laclede, Inc.	Ukraine
BIOTENE	1,739,407	Dec. 15, 1992	Laclede, Inc.	USA
BIOTENE	1,329,910	April 9, 1985	Laclede, Inc.	USA
BIOTENE	573,679	Various	Laclede, Inc.	WIPO; Austria, EU, Switzerland, Germany, Spain, France, Italy, and Portugal (via WIPO)
BIOTÈNE	1,488,378	Dec. 14, 2000	Laclede, Inc.	China
BIOTÈNE	1,238,424	December 1, 2006	Laclede, Inc.	Taiwan
BIOTÈNE	013332331	October 16, 2008	Laclede, Inc.	Taiwan

TRADEMARK

REEL: 003906 FRAME: 0881

<u>Name</u>	<u>Number/Status</u>	<u>Status Date</u>	<u>Owner</u>	<u>Country</u>
(STYLIZED) BIOTENE (TRANSLITERATED CHINESE CHARACTERS BAI LE TING, LITERALLY AS "WHITE," "HAPPY" AND "SANDBANK")	00864947	February 29, 2008	Laclede, Inc.	Taiwan
BIOTENE (TRANSLITERATED CHINESE CHARACTERS ALSO BAI LE TING, LITERALLY AS "HUNDRED," "HAPPY" AND "SANDBANK")	00865045	February 29, 2008	Laclede, Inc.	Taiwan
BIOTENE (IN JAPANESE CHARACTERS)	2007091507	Aug. 24, 2007	T & K K.K.	Japan
BIOTENE (STYLIZED)	828852740	November 14, 2006	Laclede do Brasil Prods. Med. Odont. Ltda.	Brazil
BIOTENE (STYLIZED)	828852731	November 14, 2006	Laclede do Brasil Prods. Med. Odont. Ltda.	Brazil
BIOTENE (STYLIZED)	828852758	November 14, 2006	Laclede do Brasil Prods. Med. Odont. Ltda.	Brazil
BIOTENE (STYLIZED)	7754676	Aug. 18, 2008	Laclede, Inc.	USA
BIOTENE DENTURE GRIP	1188289	June 14, 2007	Laclede, Inc.	Australia (via WIPO)
BIOTENE DENTURE GRIP	1351862	June 15, 2007	Laclede, Inc.	Canada
BIOTENE DENTURE GRIP	1026766	June 15, 2007	Laclede, Inc.	Mexico
BIOTENE DENTURE GRIP	3,377,167	February 5, 2008	Laclede, Inc.	USA
BIOTENE DENTURE GRIP	927636	Various	Laclede, Inc.	WIPO; EU, China, Japan, Korea, abd Switzerland (via WIPO)
BIOTENE PBF	1188294	June 15, 2007	T & K, Co.	Australia
BIOTENE PBF	1351863	June 15, 2007	Laclede, Inc.	Canada
BIOTENE PBF	861985	June 15, 2007	Laclede, Inc.	Mexico
BIOTENE PBF	3395491	Mar. 11, 2008	Laclede, Inc.	USA
BIOTENE PBF	927643	Various	T & K, Co.	WIPO; China, EU, Japan, Korea, Australia and Switzerland (via WIPO)
L.BIOTENE	4-2007-21874	October 29, 2007	Laclede, Inc.	Vietnam
BIOTENE TOOTH IMAGE	1351864	June 27, 2007	Laclede, Inc.	Canada

<u>Name</u>	<u>Number/Status</u>	<u>Status Date</u>	<u>Owner</u>	<u>Country</u>
DISSOLVING ACTION! FOR DEEPER CLEANING PLAQUE & BACTERIAL DEBRIS PERIODONTAL POCKET	1351864	June 15, 2007	Laclede, Inc.	Canada
DISSOLVING ACTION! FOR DEEPER CLEANING PLAQUE & BACTERIAL DEBRIS PERIODONTAL POCKET	861982	June 15, 2007	Laclede, Inc.	Mexico
DISSOLVING ACTION! FOR DEEPER CLEANING PLAQUE & BACTERIAL DEBRIS PERIODONTAL POCKET	77/066,271	Dec. 18, 2006	Laclede, Inc.	USA
DISSOLVING ACTION! FOR DEEPER CLEANING PLAQUE & BACTERIAL DEBRIS PERIODONTAL POCKET	929805	Various	Laclede, Inc.	WIPO; China, EU, Japan, Korea, and Switzerland (via WIPO)
DON'T JUST CLEAN - BIOTENE	77/033,119	October 31, 2006	Laclede, Inc.	USA
DRY MOUTH GUM	2,425,953	Jan 30, 2001	Laclede, Inc.	USA
FIRST TEETH	1,639,086	July 25, 1997	Laclede, Inc.	Argentina
FIRST TEETH (STYLIZED)	544862	Dec. 20, 1993	Laclede, Inc.	Benelux
FIRST TEETH	819404411	October 14, 2003	Laclede, Inc.	Brazil
FIRST TEETH (STYLIZED)	444,983	Dec. 15, 1993	Laclede, Inc.	Canada
FIRST TEETH	346518	June 20, 1996	Laclede Professional Products, Inc.	Chile
FIRST TEETH	002977015	Dec. 13, 2002	Laclede, Inc.	EU
FIRST TEETH (FIGURATIVE)	000833863	May 14, 1998	Laclede, Inc.	EU
FIRST TEETH BABY TOOTHPASTE (AND DESIGN)	4,276,762	March 7, 2006	Laclede, Inc.	EU
FIRST TEETH	93,496,969	May 27, 1994	Laclede, Inc.	France
FIRST TEETH	2909857	August 10, 1995	Laclede, Inc.	Germany
FIRST TEETH	1556743	December 2007	Laclede Professional Products, Inc.	Great Britain
FIRST TEETH	4,721,378	Oct. 24, 2003	Laclede, Inc.	Japan
FIRST TEETH	524,709	June 25, 1996	Laclede, Inc.	Mexico
FIRST TEETH	1958459M4	?	Laclede, Inc.	Spain
FIRST TEETH	1,859,403	Oct. 25, 1994	Laclede, Inc.	USA
FIRST TEETH	4-2007-21872	October 29, 2007	Laclede, Inc.	Vietnam
FIRST TEETH (AND TRANSLITERATED CHINESE CHARACTERS FU TI SI)	6510911	January 15, 2008	Shang Hai Lai Lou Lei Commercial Limited	China
FIRST TEETH (AND TRANSLITERATED CHINESE CHARACTERS FU TI SI)	6510918	January 15, 2008	Shang Hai Lai Lou Lei Commercial Limited	China
INFA DENT	944,520	Sep. 23, 1998	Laclede Professional Products Inc.	EU

<u>Name</u>	<u>Number/Status</u>	<u>Status Date</u>	<u>Owner</u>	<u>Country</u>
INFA DENT	4,719,841	Oct. 17, 2003	Laclede, Inc.	Japan
ORALBALANCE	1,639,087	25 July 1997	Laclede, Inc.	Argentina
ORALBALANCE	1,226,392	26 Feb. 2008	Laclede, Inc.	Australia
ORALBALANCE	819,404,390	Oct. 10, 2006	Laclede, Inc.	Brazil
ORALBALANCE	822,342,251	Dec. 30, 1999	Laclede, Inc.	Brazil
ORALBALANCE	1386715	Mar. 10, 2008	Laclede, Inc.	Canada
ORALBALANCE	482,108	March 12, 1997	Laclede Professional Products, Inc.	Chile
ORALBALANCE	1,464,383	July 28, 2000	Laclede, Inc.	China
ORALBALANCE	1,464,386	July 28, 2000	Laclede, Inc.	China
ORALBALANCE	?	?	Laclede, Inc.	Colombia
ORALBALANCE	006656854	Feb. 8, 2008	Laclede, Inc.	EU
ORALBALANCE	707181	June 6, 1996	Laclede, Inc.	India
ORALBALANCE	Pending	May 10, 2003	Laclede, Inc.	India
ORALBALANCE	212902	July 3, 2008	Laclede, Inc.	Israel
ORALBALANCE	4,723,160	Oct. 31, 2003	Laclede, Inc.	Japan
ORALBALANCE	4665889	Apr. 25, 2003	T & K K.K.	Japan
ORALBALANCE	H08-057907	May 27, 1996	Laclede International S.P.R.L.	Japan
ORALBALANCE	641900	Feb. 22, 2000	Laclede Professional Products Inc.	Mexico
ORALBALANCE	953746	August 8, 2008	Laclede, Inc.	Mexico
ORALBALANCE	200808054	June 23, 2008	Laclede, Inc.	Norway
ORALBALANCE	2008719662	June 23, 2008	Laclede, Inc.	Russia
ORALBALANCE	T0802571F	Feb. 29, 2008	Laclede, Inc.	Singapore
ORALBALANCE	Number not yet received	June 24, 2008	Laclede, Inc.	South Africa
ORALBALANCE	59837/2008	August 8, 2008	Laclede, Inc.	Switzerland
ORALBALANCE	?	?	Laclede, Inc.	Turkey
ORALBALANCE	m2008/12663	June 24, 2008	Laclede, Inc.	Ukraine
ORALBALANCE	1,847,550	Aug. 2, 1994	Laclede, Inc.	USA
ORALBALANCE	24456	November 28, 200	Laclede Professional Products, Inc.	Vietnam
L.ORALBALANCE	4-2007-21873	Oct. 29, 2007	Laclede, Inc.	Vietnam
ORALBALANCE (STYLIZED)	828852766	Nov. 14 2006	Laclede do Brasil Prods. Med. Odont. Ltda.	Brazil
ORALBALANCE (STYLIZED)	828852774	Nov. 14 2006	Laclede do Brasil Prods. Med. Odont. Ltda.	Brazil
SALIVARY LP3 ENZYME SYSTEM	77/375,408	Jan 18, 2008	Laclede, Inc.	USA
V BIOTENE	824963431	Sep. 27, 2002	Laclede, Inc.	Brazil
V BIOTENE	648,370	Sep. 19, 2005	Laclede, Inc.	Canada
V BIOTENE	02811826	Aug. 13, 2002	Laclede, Inc.	EU
V BIOTENE	2002-081393	Sep. 25, 2005	Laclede, Inc. "Biotène" mark	Japan
V BIOTENE	2,669,055	Dec. 31, 2002	Laclede, Inc.	USA
WITH MILK ENZYMES	827717946	August 23, 2005	Laclede, Inc.	Brazil
WITH MILK ENZYMES	1269313	Aug. 19, 2005	Laclede, Inc.	Canada
WITH MILK ENZYMES	700391	August 22, 2005	Laclede, Inc.	Chile
WITH MILK ENZYMES (FIGURATIVE)	004554796	Aug. 22, 2005	Laclede, Inc.	EU
WITH MILK ENZYMES	4,933,943	Mar. 3, 2006	Laclede, Inc.	Japan
WITH MILK ENZYMES	3,125,473	Aug. 8, 2006	Laclede, Inc.	USA