

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		12/01/2008	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Systagenix Wound Management (US), Inc.
Street Address:	320 Park Avenue, Floor 18
Internal Address:	c/o One Equity Partners, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	0213391	ADAPTIC
Registration Number:	0875237	ADAPTIC
Registration Number:	1342006	ADAPTIC
Registration Number:	1275730	BIOCLUSIVE
Registration Number:	1277956	DYNA-FLEX
Registration Number:	1946084	FIBRACOL
Registration Number:	1547949	NU-DERM
Registration Number:	1705750	NU-GEL
Registration Number:	2636375	PROMOGRAN
Registration Number:	3101756	PROMOGRAN PRISMA
Registration Number:	1928621	REGRANEX
Registration Number:	1260351	RELEASE
Registration Number:	3308037	SILVERCEL

CH \$465.00 0213391

Registration Number:	2022613	TIELLE
Registration Number:	1540641	S-ENTRY
Registration Number:	1611959	SOF-WICK
Registration Number:	0689575	SOFNET
Registration Number:	0589006	TOPPER

CORRESPONDENCE DATA

Fax Number: (202)739-3001

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

Phone: 2027395093

Email: kaltoff@morganlewis.com

Correspondent Name: Kristin H. Altoff

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Kristin H. Altoff
Signature:	/Kristin H. Altoff/
Date:	12/22/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of the first day of December, 2008, by JOHNSON & JOHNSON, a New Jersey Corporation with offices at One Johnson & Johnson Plaza, New Brunswick, New Jersey, USA (“Assignor”), to SYSTAGENIX WOUND MANAGEMENT (US), INC., a Delaware Corporation with offices at c/o Corporation Trust Company 1209 Orange Street, City of Wilmington, County of New Castle (“Assignee”).

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 29, 2008 (the “Asset Purchase Agreement”) between ETHICON, INC., a New Jersey corporation (“Seller”), SOLEIL WC ACQUISITION CORP. II, a Cayman company limited by shares (“Buyer”), and SOLEIL WC ACQUISITION CORP. I, a Cayman company limited by shares, Seller has agreed to sell, convey, assign and transfer (either directly or through one or more of its Affiliates) to Buyer, or an Affiliate of Buyer designated by Buyer, and Buyer has agreed to purchase, acquire and accept (either directly or through one or more of its Affiliates) from Seller, certain trademarks, service marks, trade dress, logos, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals therefor, used, or held for use, exclusively in connection with the Business (other than those that are Excluded Assets) and those listed on Schedule A annexed hereto, in each case owned or held by Assignor (hereinafter referred to as the “Trademarks”). Each capitalized term used and not defined in this Trademark Assignment shall have the meaning assigned to it in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer (or an Affiliate of Buyer) has or will purchase certain assets related to the Business and to which the Trademarks pertain; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under such Trademarks.

NOW, THEREFORE, Assignor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Trademarks, and all the rights appurtenant thereto, together with the goodwill associated therewith and which is symbolized thereby, all common law rights, all rights to sue for any past, present or future infringement or unauthorized use of any Trademarks and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Trademark Assignment not been made.

For a period of up to 18 months after the Principal Closing Date, Assignor agrees to provide reasonable assistance to Assignee in connection with the execution of documents and provision of information necessary for Assignee to draft and record required assignment documents pertaining to the Trademarks at Assignee’s own cost and discretion. After such period Assignor shall have no further obligation hereunder.

Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized officers to execute this Trademark Assignment as of the date first above written.

JOHNSON & JOHNSON,

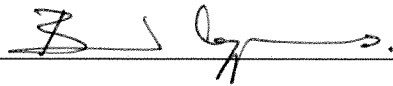
By: 

RICHARD F. BIRIBAUER
ASSISTANT SECRETARY

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 003907 FRAME: 0775

SYSTAGENIX WOUND MANAGEMENT (US), INC.,

By: 

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 003907 FRAME: 0776

Schedule A

Trademark	Country	Application number	Application date	Registration number	Registration date
ADAPTIC	UNITED STATES OF AMERICA	71225882	1/13/1926	0213391	5/25/1926
ADAPTIC	UNITED STATES OF AMERICA	72316652	1/15/1969	0875237	8/19/1969
ADAPTIC	UNITED STATES OF AMERICA	73512181	12/5/1984	1342006	6/18/1985
BIOCLUSIVE	UNITED STATES OF AMERICA	73379898	8/13/1982	1275730	5/1/1984
DYNA-FLEX	UNITED STATES OF AMERICA	73379882	8/13/1982	1277956	5/15/1984
FIBRACOL	UNITED STATES OF AMERICA	74516835	4/25/1994	1946084	1/2/1996
NU-DERM	UNITED STATES OF AMERICA	73767337	12/5/1988	1547949	7/18/1989
NU-GEL	UNITED STATES OF AMERICA	74120215	12/3/1990	1705750	8/4/1992
PROMOGRAN	UNITED STATES OF AMERICA	76023540	4/13/2000	2636375	10/15/2002
PROMOGRAN PRISMA	UNITED STATES OF AMERICA	78410947	4/30/2004	3101756	6/6/2006
REGRANEX	UNITED STATES OF AMERICA	74470317	12/16/1993	1928621	10/17/1995
RELEASE	UNITED STATES OF AMERICA	73308456	5/4/1981	1260351	12/6/1983
SILVERCEL	UNITED STATES OF AMERICA	78211665	2/6/2003	3308037	10/9/2007
TIELLE	UNITED STATES OF AMERICA	74688002	6/14/1995	2022613	12/10/1996

Trademark	Country	Application number	Application date	Registration number	Registration date
S-ENTRY	UNITED STATES OF AMERICA	73763360	11/14/1988	1540641	5/23/1989
SOF-WICK	UNITED STATES OF AMERICA	73830735	10/11/1989	1611959	9/1/1990
SOFNET	UNITED STATES OF AMERICA	72063654	12/4/1958	0689575	12/8/1959
TOPPER	UNITED STATES OF AMERICA	71640743	1/14/1953	0589006	4/27/1954