

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		11/24/2008	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: 1			
Property Type	Number	Word Mark	
Registration Number:	2571766	OPTISOY	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2159814547		
Email:	leonardm@pepperlaw.com		
Correspondent Name:	Michael J. Leonard		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	111112.109		
NAME OF SUBMITTER:	Michael J. Leonard		
Signature:	/michael leonard/		

OP \$40.00 2571766

Date:

06/03/2009

Total Attachments: 5

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NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated the 24 day of November, 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 Exhibit A hereto; and

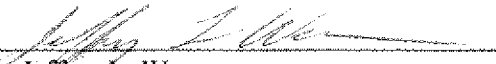
WHEREAS, Lender has made loans to Borrower on the condition, among others, that Borrower pledge and grant to Lender, as collateral for the Obligations (as defined in the IP Security Agreement described below), a security interest and lien in and to such Collateral and application therefor described above, 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, including by the Amendment No. 1 to Intellectual Property Security Agreement dated November 24, 2008, 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

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

[Signature to Notice of IP Security Agreement]

COUNTY OF Morris)
) :ss.

On this, the 24 day of November, 2008, before me Donna Dupre 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]

Donna Dupre
NOTARY PUBLIC

DONNA LYNN DUPRE
ID # 2362662
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/31/2011

EXHIBIT A
TO
NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Trademark	Status	Serial No./ Reg. No.	Filing Date Reg. Date
OPTISOY	Registered	75/541702 2571766	8/24/98 5/21/02