

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Johnson & Johnson GmbH		07/01/2005	CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	Johnson & Johnson Consumer Europe, a division of Cilag GmbH International
Street Address:	Landis & Gyr Strasse 1
City:	Zug
State/Country:	SWITZERLAND
Postal Code:	CH 6300
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0731272	PENATEN
Registration Number:	0663679	PENATEN

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-842-8800
 Email: dctrademarks@dbr.com, andrea.engel@dbr.com
 Correspondent Name: Mary Pat A. Weyback
 Address Line 1: Drinker Biddle & Reath LLP
 Address Line 2: 1500 K Street, N.W., Ste. 1100
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER: 031139.7229G/431948

DOMESTIC REPRESENTATIVE

900136705

**TRADEMARK
 REEL: 004008 FRAME: 0263**

OP \$65.00 0731272

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Andrea L. Engel
Signature:	/Andrea L. Engel/
Date:	06/19/2009

Total Attachments: 5
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Agreement regarding Transfer of Trademarks and Production Intangibles

Entered into this 1th day of July 2005 by and between Johnson & Johnson GmbH, a company operating and existing under the laws of Germany and with its principal place of business located at Kaiserswerther Strasse 270, 40474 Düsseldorf, Germany, hereinafter referred to as the "Seller"

and

Johnson & Johnson Consumer Europe, a division of Cilag GmbH International, a company operating and existing under the laws of Switzerland with its principal place of business located at Landis & Gyr Strasse 1, CH 6300 Zug, Switzerland, hereinafter referred to as the "Buyer"

Recitals

Whereas the Seller holds the registrations to the Penaten, bebe and bebe Young Care trademarks in different configurations of forms and texts as identified in Exhibit 1, hereinafter the "Trademarks". The list in Exhibit 1 may not be exhaustive; and

Whereas the Seller holds Confidential Technical Information including Patents (hereinafter "Production Intangibles") as identified in Exhibit 2 with regard to cosmetic products sold under the Trademarks as named above; and

Whereas the Buyer since January 1th, 2001 has used the Trademarks and Production Intangibles and has paid a Royalty fee for said use to the Seller; and

Whereas the Buyer now wishes to acquire said Trademarks and Production Intangibles from the Seller.

Now therefore in consideration of the foregoing and the mutual promises made hereinafter the parties hereto, hereinafter (the "Parties") agree as follows:

1. Definitions

- 1.1 Agreement date : July 01th, 2005
- 1.2 Effective date : January 1th, 2005


TRADEMARK


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2. Transfer of Trademarks and Production Intangibles

- 2.1 The Buyer hereby agrees to purchase and acquire from the Seller, and the Seller hereby agrees to sell and transfer to the buyer, upon the terms and conditions set forth in this Agreement, the Trademarks and Production Intangibles and the legal and economic rights to said Trademarks and Production Intangibles.
- 2.2 The Seller shall from the Agreement date cease to use the Trademarks and Production Intangibles in any form or way without the prior written consent of the Buyer.
- 2.3 In connection with the signing of this Agreement the Parties shall file a notification with the German and International Patent and Trademark Offices requesting that the Buyer is formally stated as the new owner of the trademarks and Production Intangibles in the relevant register.
- 2.4 The Seller is required to assist the Buyer with any similar notifications in any jurisdiction for the proper transfer of the registration from the Seller to the Buyer, whereby the Buyer, as the case may be, will be formally stated as the new owner of the Trademarks and Production Intangibles in the relevant register.

3. Payment

- 3.1 The Buyer shall on the Agreement date in consideration for the transfer of the Trademarks and Production Intangibles pay to the Seller eleven million and six hundred-seventy thousand Euro (11.670.000 €), plus interest on said amount from the effective date to the Agreement date at a rate of 2,0 percent per annum.
- 3.2 All cost arising from the Transfer of Trademarks and Production Intangibles will be taken over by the Buyer.

4. Sellers Warranty

Seller represents and warrants to Buyer that:

- it is the owner of the Trademarks and Production Intangibles listed in Exhibits 1 and 2, unless otherwise stated therein
- it has the legal power to transfer and sell to the Buyer all the Trademarks and Production Intangibles as set out in Exhibits 1 and 2
- it has not, unless specifically stated in this Agreement, granted and will not grant any license to the Trademarks and Production Intangibles and has not made and will not make any commitments to any other person or entity, which are inconsistent with or in derogation of the Buyer's right under this Agreement

5. Applicable law

The parties agree that this Agreement shall be subject to the laws in force in Germany.

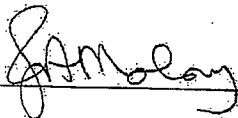


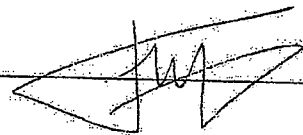
6. Dispute Resolution

This Agreement shall be deemed to be a contract made under, and shall be governed by and construed in accordance with the laws of Germany. The parties hereto shall attempt to settle any dispute arising out of or relating to this Agreement in an amicable way. In the event that such attempts should fail, then the Parties hereto agree to submit such dispute to the jurisdiction of the Courts of Düsseldorf, Germany, and agree that any litigation in any way related to this Agreement shall be submitted to such Courts, and shall be subject to German law.

In witness whereof the Parties have executed this agreement on the date first above written.

Johnson & Johnson
Consumer Europe,
a division of
CILAG GmbH International

Johnson & Johnson GmbH


_____
_____
_____

Jaquie Moloney
Member of the Board of Directors

Ignacio Larracochea,
Managing Director

Heinz Schmid
Member of the Board of Directors

Frédéric Timperman
Finance Director

Exhibit 1

List of Trademarks:

- Penaten (U.S. Reg. Nos. 663679 and 731272)
- bebe
- bebe Young Care

Exhibit 2

List of Manufacturing Know-How and Patents :

"... list to be developed and issued later"