

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		LICENSE	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERCK & CO., INC.		04/29/1977	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BEECHAM, INC.		
Street Address:	65 Industrial South		
City:	Clifton		
State/Country:	NEW JERSEY		
Postal Code:	07012		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0306582	CALGON	
CORRESPONDENCE DATA			
Fax Number:	(212)818-9606		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-818-9200		
Email:	mlerner@ssbb.com,mwilliams@ssbb.com,pcarey@ssbb.com		
Correspondent Name:	Mark Lerner		
Address Line 1:	230 Park Avenue		
Address Line 2:	Suite 1130		
Address Line 4:	New York, NEW YORK 10169-0079		
ATTORNEY DOCKET NUMBER:	104741.10		
NAME OF SUBMITTER:	Mark Lerner		
Signature:	/mark lerner/		

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 REEL: 004085 FRAME: 0821**

Date:

10/27/2009

Total Attachments: 5

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UNITED STATES

LICENSE AGREEMENT FOR "CALGON" TRADEMARKS

AGREEMENT made this 29th day of April, 1977 by and between MERCK & CO., INC., a corporation organized and existing under the laws of the State of New Jersey, located and doing business at 126 E. Lincoln Avenue, Rahway, New Jersey, 07065, U.S.A. (hereinafter referred to as "MERCK"), and BEECHAM INC., a corporation organized and existing under the laws of the State of New Jersey, located and doing business at 65 Industrial South, Clifton, New Jersey, 07012, U.S.A. (hereinafter referred to as "BEECHAM").

W I T N E S S E T H

WHEREAS, MERCK is the sole owner of all right, title and interest in and to the trademark "CALGON" and other trademarks containing the term "CALGON" and United States Patent and Trademark Office registrations thereof as indicated in the schedule below:

SCHEDULE

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CALGON	306,582	September 26, 1933 (renewed)
CALGON	783,782	January 19, 1965
CALGON BOUQUET	358,518	July 19, 1938 (renewed)
CALGON BOUQUET	868,474	April 22, 1969
CALGON BOUQUET BATH	1,019,150	September 2, 1975
INSTANT CALGON	551,705	December 4, 1951 (renewed)
CALGON MAKES WATER SOFTER THAN RAIN	570,365	February 10, 1953 (renewed)

WHEREAS, BEECHAM desires to use said trademarks in the United States for certain of the goods described in the certificates of registration and for such additional consumer products as may be hereinafter agreed upon by the parties; and

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WHEREAS, MERCK and BEECHAM have entered into a separate agreement of purchase and sale dated April 22, 1977 (the "Purchase Agreement") referring to these trademarks and the business related thereto.

NOW, THEREFORE in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually promise and agree as follows:

1. MERCK represents and warrants to BEECHAM that it is the sole owner of all right, title and interest in and to the CALGON trademark and the trademarks containing the term "CALGON" listed in the aforesaid Schedule and United States Patent and Trademark Office registrations thereof listed in the aforesaid Schedule and that all of said trademark rights and registrations are valid and subsisting.

2. BEECHAM acknowledges that MERCK is the owner of the trademarks and registrations listed in the said Schedule herein and has the sole and exclusive right to use said marks in the United States.

3. MERCK hereby grants to BEECHAM a royalty-free license exclusive even as to MERCK and its subsidiaries, successors and assigns, to use in the United States the trademark "CALGON", either alone or in combination with other words or features, including but not limited to "CALGON BOUQUET", "CALGON BOUQUET BATH", "CALGON BATH OIL BEADS", "INSTANT CALGON" and "CALGON MAKES WATER SOFTER THAN RAIN" for the following consumer goods:

"Water softening, water conditioning, bath and bath water preparations and goods related thereto including, but not limited to, bubble bath, bath oil beads and perfumed water softening chemicals for use in the bath, all being for marketing to consumers for personal or household use".

4. MERCK agrees to consider any request from BEECHAM to register "CALGON" either alone or in combination with other works or features for use as a trademark on the licensed goods, as listed in paragraph 3 above.

5. BEECHAM shall use the licensed trademarks only for goods whose nature and quality conform to the standards and specifications heretofore prescribed and used by MERCK and from time to time, upon the request and at the expense of MERCK, BEECHAM shall submit samples of the goods to MERCK or its duly appointed agent to insure compliance with such standards and specifications.

6. MERCK or its duly appointed agent shall have the right to inspect (and BEECHAM shall permit such inspection) at any reasonable time the methods and procedures used in the manufacture of the goods in respect of which BEECHAM is licensed herein to use the aforesaid trademarks.

7. In the event that any person, firm or corporation, other than BEECHAM, shall at any time hereafter use the licensed "CALGON" trademarks, or any similar marks, on or in connection with the sale, distribution and advertising of any personal or household goods identical or similar to those listed in paragraph "3" herein, BEECHAM shall have the full right and authority after giving MERCK thirty (30) days written notice of the name of the person, firm or corporation and the facts of the use involved, so far as known to BEECHAM, unless MERCK shall have first instituted suit or proceedings, or caused said use to cease, to institute suit or proceedings in its name or take such action in MERCK's name, or in the name of both MERCK and BEECHAM, as in BEECHAM's opinion may be appropriate, to prevent such use and recover damages therefor. The aforementioned requirement for thirty (30) days written notice to MERCK shall not apply with respect to proceedings in the United States Patent and Trademark Office.

8. The term of this Agreement shall be a period of forty (40) years from the effective date hereof, and shall be automatically renewed for an additional period of forty (40) years unless BEECHAM gives MERCK written notice at least 90 days prior to the end of the initial term of its desire to terminate this Agreement, and thereafter this Agreement shall be automatically renewed for additional successive forty (40) year terms if the parties mutually agree to such further renewals, all subject to the provision for termination hereinafter mentioned.

a) This Agreement shall terminate immediately in the event that BEECHAM shall make an assignment for the benefit of creditors or shall file for, or have filed against it, a petition for bankruptcy.

b) Upon termination of this Agreement, BEECHAM shall promptly discontinue any further use of the licensed trademarks. However, BEECHAM shall be permitted for a period of two years to dispose of existing stocks of products without removing the trademarks provided that such products comply with the standards and specifications of MERCK in force at the time of termination.

9. MERCK agrees to maintain the trademark registrations listed in the Schedule herein in full force and effect during the term of this Agreement.

10. BEECHAM agrees that in any use of a licensed trademark, there shall appear, at least once, in a prominent place, an indication that it is a registered trademark, preferably by use of the ® registration symbol; and an indication that BEECHAM is a licensed user of the trademark. This may take the form of an asterisk from the first use of the trademark to a legend stating "Licensed Trademark" or other appropriate legend.

11. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns, successors in interest and any related parties.

12. This Agreement shall not be assigned by either party without the written consent of the other, except to a parent, affiliate or subsidiary company and except by either party with respect to the sale of the entire line of business to which the trademarks apply.

13. All notices provided for herein shall be deemed sufficient if in writing and delivered or sent by registered or certified mail to the parties hereto at the address given herein or at such other address as the parties may from time to time designate in writing.

14. This Agreement and its construction, interpretations, performance and breach shall be governed according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused their Agreement to be subscribed by their undersigned officers and their corporate seals to be hereunto affixed the day and year first above written.

MERCK & CO., Inc.

By John L. Huck
Title: Executive Vice President

BEECHAM INC.

By _____
Title