

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
Beecham, Inc.		01/01/1990	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Joh. A Benckiser Gmbh
Street Address:	Benckiserplatz 1
City:	D-6700 Ludwigshafen/Rhine
State/Country:	GERMANY
Entity Type:	CORPORATION: GERMANY

Name:	Benckiser Consumer Products Inc.
Street Address:	411 Putnam Avenue
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0306582	CALGON

CORRESPONDENCE DATA

Fax Number: (212)818-9606
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

900146328

**TRADEMARK
 REEL: 004086 FRAME: 0513**

CH \$40.00 0306582

ATTORNEY DOCKET NUMBER:	104741.10
DOMESTIC REPRESENTATIVE	
Name:	Mark Lerener
Address Line 1:	230 Park Avenue
Address Line 2:	Suite 1130
Address Line 4:	New York, NEW YORK 10169-0079
NAME OF SUBMITTER:	Mark Lerner
Signature:	/mark lerner/
Date:	10/28/2009
Total Attachments: 3 source=Tab 4#page1.tif source=Tab 4#page2.tif source=Tab 4#page3.tif	

ASSIGNMENT AND ASSUMPTION

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of January 11, 1990 by and between Beecham Inc., a Tennessee corporation ("Beecham"), Joh. A. Benckiser GmbH, a German corporation (the "Purchaser"), and Benckiser Consumer Products Inc., a Delaware corporation ("Benckiser USA").

W I T N E S S E T H :

WHEREAS, Beecham and Purchaser have entered into an Asset Purchase Agreement dated as of December 21, 1989 (the "Asset Purchase Agreement");

WHEREAS, terms used herein and not otherwise defined herein are used as defined in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Beecham has agreed to assign to Purchaser the contracts listed on Schedules 3 and 4 of the Asset Purchase Agreement, copies of which are attached hereto, and Purchaser has agreed to assume liabilities with respect to performance thereunder after the Closing Date;

WHEREAS, pursuant to Section 19.9 of the Asset Purchase Agreement, Purchaser has assigned to Benckiser USA certain rights relating to the purchase of the Business in the United States;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Effective as of the date hereof, Beecham hereby assigns, transfers and sets over to Benckiser USA, upon the terms and conditions set forth in the Asset Purchase Agreement, all of its right, title and interest in and to the contracts set forth on Schedule 3. Beecham hereby warrants to Benckiser USA that it has not previously released or assigned any of its rights under such contracts.

2. Effective as of the date hereof, Benckiser USA hereby accepts the foregoing assignment and,

upon the terms and conditions of the Asset Purchase Agreement, hereby assumes the liabilities under the contracts set forth on Schedule 3 with respect to performance thereunder after the Closing Date.

3. Effective as of the date hereof, Beecham hereby assigns, transfers and sets over to Purchaser, upon the terms and conditions of the Asset Purchase Agreement, all of its right, title and interest in and to the License Agreements. Beecham hereby warrants to Purchaser that it has not previously released or assigned any of its rights under the License Agreements.

4. Effective as of the date hereof, Purchaser hereby accepts the foregoing assignment and, upon the terms and conditions of the Asset Purchase Agreement, hereby assumes the liabilities under the License Agreements with respect to performance thereunder after the Closing Date.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption to be executed by their duly authorized officers.

BEECHAM INC.

By 

Title: _____

JOH. A. BENCKISER GmbH

By 

Thomas Bonoma
Attorney-in-Fact

BENCKISER CONSUMER PRODUCTS
INC.

By 

John Lynch
Secretary

SCHEDULE 4

LICENSE AGREEMENTS

1. License from Merck & Co., Inc. to Beecham Inc. for the Calgon trademarks in the U.S. dated April 29, 1977.
2. License from Beecham Inc. to Merck & Co., Inc. for the Calgonite trademark in the U.S. dated April 29, 1977.
3. License from Calgon Corporation to Beecham Inc. for the Calgon and Calgonite trademarks in Canada dated April 29, 1977.
4. License from Calgon Corporation to Beecham Inc. for the Calgon trademark in various countries dated April 29, 1977.
5. License from Calgon Corp. to Beecham Inc. for the Calgonite trademark in Formosa dated April 29, 1977.
6. License from Beecham Inc. to Merck & Co., Inc. for the Calgonite trademark in various countries dated April 29, 1977.
7. License from Beecham Inc. to Merck & Co., Inc. for the Calgonite trademark in Thailand dated April 29, 1977.
8. License from Henson Associates Inc. to Beecham Products for the use of the Muppet Show characters for liquid bubble bath products dated as of April 15, 1987.

TRADEMARK

DED: 10/28/2009

REEL: 004086 FRAME: 0517