

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
COMBE PHARMA LTD.		05/03/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Combe Incorporated		
Street Address:	1101 Westchester Avenue		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2521137	VAGISIL	
CORRESPONDENCE DATA			
Fax Number:	(212)291-9772		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-558-3946		
Email:	kaala@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Amina M. Kaal		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
ATTORNEY DOCKET NUMBER:	020600/0001		
NAME OF SUBMITTER:	Amina M. Kaal		
Signature:	/Amina Kaal/		
Date:	05/18/2010		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of May 3, 2010 (the "Effective Date"), is made by and between Combe Pharma Ltd., a Delaware corporation with an office at 1101 Westchester Avenue, White Plains, New York 10604 ("Assignor"), and Combe Incorporated, a Delaware corporation with an office at 1101 Westchester Avenue, White Plains, New York 10604 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademark registration listed in Exhibit A (the "Trademark");

WHEREAS, Assignor desires to transfer, assign, convey, and deliver all of Assignor's right, title, and interest in and to the Trademark to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Trademark.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

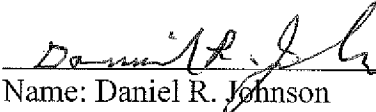
1. Assignment. Assignor hereby conveys, assigns and transfers to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Trademark, and Assignee agrees to accept, from and after the Effective Date, all of Assignor's right, title and interest in and to the Trademark, including the following:
 - a) the Trademark and all common law equivalents therein, together with the goodwill of the business connected with the use thereof and symbolized thereby;
 - b) all renewals of the Trademark;
 - c) all income, royalties, accrued royalties, damages and payments due or payable with respect to the Trademark, including any payments under any licenses granted by Assignor with respect to use of the Trademark and damages and payments due or payable for past or present infringements, misappropriations, dilutions or other violations of the Trademark; and
 - d) the right to sue for past, present and future infringements, misappropriations, dilutions or other violations of the Trademark, and any money damages awarded or received by the Assignor on account of such suit (or the threat of such suit).
2. Recordation. This Assignment is intended to be recorded with the United States Patent and Trademark Office.

3. Choice of Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws provisions thereof.

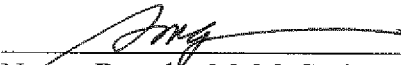
4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

COMBE PHARMA LTD.

By: 
Name: Daniel R. Johnson
Title: Senior Vice President

COMBE INCORPORATED

By: 
Name: Douglas M. McGraime
Title: President

CERTIFICATE OF ACKNOWLEDGMENT

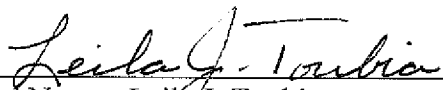
STATE OF NEW YORK

ss.:

COUNTY OF WESTCHESTER

On this 3rd day of May 2010, before me personally came Daniel R. Johnson to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is Senior Vice President of Combe Pharma Ltd., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Combe Pharma Ltd., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public - State of New York


Printed Name Leila J. Toubia

My Commission Expires:

LEILA J. TOUBIA
Notary Public, State of New York
No. 01T06007692
Qualified in Westchester County
Commission Expires May 26, 2014

Exhibit A: Trademark

Trademark	Registration Number
VAGISIL	2521137