

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
MCNEIL-PPC, Inc.		01/06/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	St. Josephs Health Products, LLC		
Street Address:	323 West Camden Street, Suite 700		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0436204	ST. JOSEPH	
Registration Number:	1795568	SJ	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2023444000		
Email:	rliebowitz@venable.com,trademarkdocket@venable.com		
Correspondent Name:	Rebecca Liebowitz		
Address Line 1:	Venable LLP, P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043		
ATTORNEY DOCKET NUMBER:	118505-293923		
NAME OF SUBMITTER:	Rebecca Liebowitz		
Signature:	/rebecca liebowitz/		

CH \$65.00 0436204

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TRADEMARK
 REEL: 004448 FRAME: 0493

Date:

01/07/2011

Total Attachments: 5

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ASSIGNMENT OF TRANSFERRED TRADEMARK RIGHTS AND TRANSFERRED
DOMAIN NAMES

This ASSIGNMENT OF TRANSFERRED TRADEMARK RIGHTS AND TRANSFERRED DOMAIN NAMES (this "Assignment"), is entered into and made effective as of January 6, 2011 ("Effective Date"), by and among Johnson & Johnson, a New Jersey corporation ("J&J"), McNEIL-PPC, Inc., a New Jersey corporation ("McNEIL" and with J&J hereinafter, each "Assignor," and collectively, "Assignors"), and St. Josephs Health Products, LLC, a Maryland limited liability company (hereinafter, "Assignee"). Assignors and Assignee are referred to herein collectively as the "Parties" and each of them individually as a "Party."

WHEREAS, McNEIL and Assignee have entered into an Asset Purchase Agreement dated as of November 12, 2010 (the "Asset Purchase Agreement"), and J&J is an Affiliate of McNEIL;

WHEREAS, in accordance with the Asset Purchase Agreement and Sections 2.01(i) and 2.01(ii) thereof, Assignors, each a Divesting Entity, desire to sell, convey, assign and transfer to Assignee, and Assignee desires to purchase, acquire and accept all of each Assignor's rights, titles and interests in, to and under the Transferred Trademark Rights and Transferred Domain Names (as such terms are defined in the Asset Purchase Agreement);

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

All capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to such terms in the Asset Purchase Agreement.

Each Assignor hereby irrevocably, without reservation, sells, conveys, assigns and transfers to Assignee (and to Assignee's successors and assigns), and Assignee hereby purchases, acquires and accepts all of Assignor's rights, titles and interests in, to and under the Transferred Trademark Rights, including the Transferred Trademark Rights set forth opposite such Assignor's name on Schedule A attached hereto, and to the Transferred Domain Names, including the Transferred Domain Names set forth opposite such Assignor's name on Schedule B attached hereto, together with all benefits, privileges, causes of action, and remedies arising out of or relating to the Transferred Trademark Rights and Transferred Domain Names or the exploitation thereof, including, without limitation, the right to apply for and maintain any applications, registrations or renewals therefor, all rights to bring an action, whether at law or in equity, for infringement, dilution, or other violation of the Transferred Trademark Rights and Transferred Domain Names, against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, or other violation of the Transferred Trademark Rights or Transferred Domain Names, and any goodwill of the Business associated with and symbolized by the Transferred Trademark Rights.

Each Assignor agrees to execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in the Assignee and/or its designees, from Assignor, the Transferred Trademark Rights and the Transferred Domain Names in accordance with and subject to the limits of the Asset Purchase Agreement and Section 6.05 thereof. Assignors agree to use their respective commercially reasonable efforts to provide that all U.S. Patent and Trademark Office records, and Puerto Rico Trademark Office records are updated to reflect the appropriate Assignor (either McNEIL or J&J) as the current owner, at its own cost. In the event that the foregoing does not result in an update to the appropriate Assignor, the Assignors, at their own cost, will use their commercially reasonable efforts to secure for the benefit of Assignee a new registration of any Transferred Trademark Rights with respect to which such update is not obtained.

This Assignment shall be effective as of the Effective Date.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same assignment, it being understood that the parties hereto need not sign the same counterpart.

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 law principles or rules of such state, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

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JOHNSON & JOHNSON:


Place: NEW BRUNSWICK, NJ

By: 

Title: LAWRENCE RICKLES / ASSISTANT SECRETARY

MCNEIL-PPC, INC.:

Place: NEW BRUNSWICK, NJ

By: 

Title: LAWRENCE RICKLES / ASSISTANT SECRETARY

ST. JOSEPHS HEALTH PRODUCTS, LLC:

Place:

By: _____

Title: _____

JOHNSON & JOHNSON:

Place:

By: _____

Title: _____

MCNEIL-PPC, INC.:

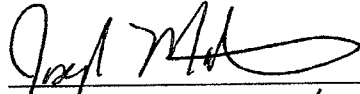
Place:

By: _____

Title: _____

ST. JOSEPHS HEALTH PRODUCTS, LLC:

Place: Baltimore, MD

By:  _____

Title: Co-Chairman / CEO _____

Schedule A

TRADEMARKS

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>NUMBER</u>	<u>ASSIGNOR</u>
ST. JOSEPH	U.S.	Reg. No. 436,204	McNEIL
SJ	U.S.	Reg. No. 1,795,568	McNEIL
LET'S GO FOR 81 & BANNER LOGO	U.S.	Reg. No. 3836842	J&J
ST. JOSEPH	Puerto Rico	Reg. No. 5964	McNEIL*

*Owner as reflected by Puerto Rican Trademark Office records is Plough, Inc.; McNeil is actual owner.