

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Merck Sharp & Dohme Corp.	FORMERLY Merck & Co., Inc.	09/28/2011	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Johnson & Johnson		
<b>Street Address:</b>	One Johnson & Johnson Plaza		
<b>City:</b>	New Brunswick		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08933-7001		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1373383	PEPCID	
Registration Number:	1984651	PEPCID AC	
Registration Number:	2629164	PEPCID COMPLETE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(732)524-6341		
<b>Phone:</b>	732-524-6273		
<b>Email:</b>	mkirczo@its.jnj.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Brian T. Jaenicke		
<b>Address Line 1:</b>	One Johnson & Johnson Plaza		
<b>Address Line 4:</b>	New Brunswick, NEW JERSEY 08933-7001		
<b>ATTORNEY DOCKET NUMBER:</b>	ASSIGNMENT - PEPCID...		
<b>NAME OF SUBMITTER:</b>	Maria C. Kirczow		

**CH \$90.00 1373383**

**900206514**

**TRADEMARK  
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Signature:	/mckjnj/
Date:	11/07/2011
Total Attachments: 5 source=PEPCID assignment#page1.tif source=PEPCID assignment#page2.tif source=PEPCID assignment#page3.tif source=PEPCID assignment#page4.tif source=PEPCID assignment#page5.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT (US)

This Trademark and Domain Name Assignment, dated as of September 28, 2011 (this "Assignment"), is by and between Merck Sharp & Dohme Corp., a New Jersey corporation f/k/a Merck & Co., Inc. and successor by merger to Calgon Corporation ("Assignor") and Johnson & Johnson, a New Jersey corporation ("Assignee").

On September 27, 2011, McNEIL MMP, LLC, McNEIL-PPC, Inc., Johnson & Johnson Inc., acting through its McNEIL Consumer Healthcare Division, Assignor, Merck Canada Inc., Johnson & Johnson • Merck Consumer Pharmaceuticals Co. and Johnson & Johnson • Merck Consumer Pharmaceuticals of Canada entered into that certain Partnership Distribution & Partnership Interest Purchase Agreement & Settlement Release (the "Purchase Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement), pursuant to which Assignor has agreed to transfer to Assignee, for the consideration and upon the terms set forth in the Purchase Agreement, the right, title and interest of Assignor in the trademarks set forth on Schedule A hereto and the domain names set forth on Schedule B hereto (collectively, the "Assignor IP").

In consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby, effective as of 12:01 a.m. (New York Time) on the date of this Assignment, transfers to Assignee, free and clear of all Encumbrances, all of: (a) the Assignor's entire right, title, and interest to the Assignor IP, (b) the entire right, title and interest in and to any registration in the U.S. Territory related to the Assignor IP, if any, and all pending applications therefor, and all renewals and extensions thereof (c) all statutory, common law, equitable and civil law rights (whether arising under federal or state law in the U.S. Territory) related to the Assignor IP, (d) the goodwill developed through use of the Assignor IP, and (e) the right to sue for and receive all damages from the past infringements of the Assignor IP.

2. Assignor further agrees, without further consideration, to undertake, at the request of Assignee, to execute and deliver such further documentation, including confirmatory intellectual property assignments, and to participate in online domain ownership transfer procedures, as reasonably requested by Assignee, its successors, assigns and nominees, to obtain from Assignor record title to the Assignor IP transferred herein in the U.S. Territory.

3. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the sole and exclusive owner of the Assignor IP. Assignor further authorizes and requests the appropriate authority or authorities whose duty it is to record trademarks and any applications and title thereto, to record the trademarks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Assignment.

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4. The provisions of Article 9 (other than Sections 9.5 and 9.8) of the Purchase Agreement shall apply to this Assignment mutatis mutandis. This Assignment may not be amended or modified except by written agreement of Assignee and Assignors.

5. This Assignment is not intended to in any way supersede or conflict with the rights and obligations of parties to the Purchase Agreement, and in the event of any such conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall control.

[The next page is the signature page.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

MERCK SHARP & DOHME CORP.  
(F/K/A MERCK & CO., INC.)

By: *Nancy Miller Rich*  
Name: *Nancy Miller Rich*  
Title: *GVN Global New Ventures  
& Strategic Commercial  
Development*

State of \_\_\_\_\_

County of \_\_\_\_\_

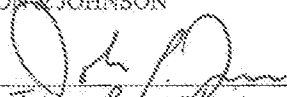
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2011, before me \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
SEAL

[Signature Page to U.S. Trademark and Domain Name Assignment]

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

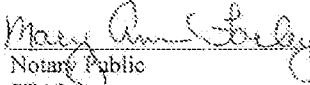
JOHNSON & JOHNSON

By:   
Name: John P. Lockwood  
Title: Assistant Secretary

State of New Jersey

County of Middlesex

On this 08<sup>th</sup> day of September in the year 2011, before me MARY ANN FARLEY, a notary public, personally appeared John P. Lockwood, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

  
Notary Public  
SEAL

MARY ANN FARLEY  
Notary Public of New Jersey  
My Commission Expires, June 7 2012

[Signature Page to U.S. Trademark and Domain Name Assignment]

Schedule A

Trademarks

Registration Number	Mark	Owner
1373383	PEPCID	Merck Sharp & Dohme Corp.
1984651	PEPCID AC	Merck Sharp & Dohme Corp.
2629164	PEPCID COMPLETE	Merck Sharp & Dohme Corp.