

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
GLAXOSMITHKLINE LLC		10/14/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Prism CH Holdings Inc.
Street Address:	2711 Centerville Road, Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78625453	BETTER FIBER. BETTER HEALTH.
Serial Number:	75573311	FIBER CHOICE
Serial Number:	77399926	FIBER CHOICE
Serial Number:	77226632	FIBER CHOICE
Serial Number:	77386408	
Serial Number:	78805088	ECOTRIN
Serial Number:	78683251	#1 CARDIOLOGIST RECOMMENDED ASPIRIN
Serial Number:	78683253	#1 DOCTOR RECOMMENDED ASPIRIN
Serial Number:	71659828	ECOTRIN
Serial Number:	78113878	ECOTRIN. THE SAFER ASPIRIN.
Serial Number:	85267693	THE ASPIRIN REGIMEN THAT'S SMART FOR YOUR HEART
Serial Number:	73284134	MASSENGILL
Serial Number:	75864076	MASSENGILL EVERYDAY FRESH
Serial Number:	74378407	M

CH \$440.00 78625453

TRADEMARK

Serial Number:	74377968	MASSENGILL
Serial Number:	74482947	M MASSENGILL
Serial Number:	71688457	SOMINEX

CORRESPONDENCE DATA

Fax Number: (215)751-7066
Phone: 215.751.7653
Email: trademarks@gsk.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Terence A. Dixon
Address Line 1: One Franklin Plaza, 200 North 16th St.
Address Line 2: LGTM - FP2030
Address Line 4: Philadelphia, PENNSYLVANIA 19102-1225

ATTORNEY DOCKET NUMBER:	7046607/004/10TM40/MQD
NAME OF SUBMITTER:	Terence A. Dixon
Signature:	/tad/
Date:	12/16/2011

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of October 14, 2011, is by and between GlaxoSmithKline LLC, a Delaware limited liability company ("Assignor") and Prism CH Holdings Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedule A and Schedule B (the "Assigned IP");

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement of even date herewith (the "Contribution Agreement") pursuant to which Assignor is contributing the Assigned IP to Assignee; and

WHEREAS, pursuant to the Contribution Agreement, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks included in the Assigned IP, and the parties wish to record such acquisition in the United States Patent and Trademark Office and any applicable foreign patent and/or trademark offices.

NOW, THEREFORE, in consideration of the promises and the covenants contained in this Assignment and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Contribution Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademark registrations and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application and registration; (iii) all common law rights in and to the trademarks that are the subject of such registrations and applications in the relevant jurisdictions, (iv) all licenses for the use of such trademarks; (v) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (vi) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Contribution Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights;

(iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
6. Miscellaneous. This Assignment is subject to all the terms and conditions of the Contribution Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Contribution Agreement, and that the Contribution Agreement shall control in the event of any conflict or ambiguity between the terms and conditions of the Assignment and the terms and conditions of the Contribution Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

GLAXOSMITHKLINE LLC

By: *William J. Mosher*

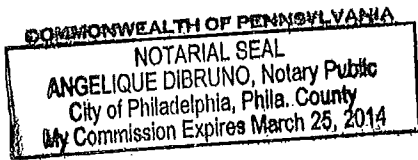
Its: William J. Mosher
Vice President & Secretary

Date: 14 October 2011

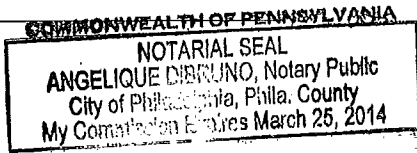
STATE OF Pennsylvania)
) ss.
COUNTY OF Philadelphia)

Before me, the undersigned authority, on this 14th day of Oct., 2011, personally appeared William J. Mosher known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Angelique Dibruno
Notary Public



Angelique Dibruno
(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

PRISM CH HOLDINGS INC.

By: Arlene M. Sothern

Its: Arlene M. Sothern
Assistant Secretary

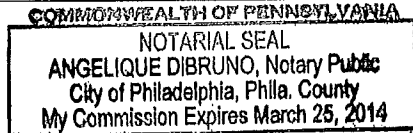
Date: 14 October 2011

STATE OF Pennsylvania)
) ss.
COUNTY OF Philadelphia)

Before me, the undersigned authority, on this 14th day of Oct., 2011, personally appeared Arlene M. Sothern known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Notary Public

Angelique Dibruno
(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

Schedule A-Trademarks

BETTER FIBER. BETTER HEALTH.

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	78625453	09/May/2005	3085305	25/Apr/2006	25/Apr/2012 (Affidavit of Use) 25/Apr/2016 (Renewal)	Registered

FIBER CHOICE

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	75573311	19/Oct/1998	2441387	03/Apr/2001	03/Apr/2021	Registered

FIBER CHOICE device

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	77399926	19/Feb/2008	3504794	23/Sep/2008	23/Sep/2014 (Affidavit of Use) 23/Sep/2018 (Renewal)	Registered

FIBER CHOICE device (in colour) (green/white)

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	77226632	11/Jul/2007	3394591	11/Mar/2008	11/Mar/2014 (Affidavit of Use) 11/Mar/2018 (Renewal)	Registered

FIBER CHOICE vegetable device (in colour) (green/orange/red)

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	77386408	01/Feb/2008				Application

ECOTRIN

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	78805088	02/Feb/2006	3171602	14/Nov/2006	14/Nov/2012 (Affidavit of Use) 14/Nov/2016 (Renewal)	Registered

**ECOTRIN Device #1 CARDIOLOGIST RECOMMENDED ASPIRIN with stethoscope and tablet (version 2)
(in colour)**

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	78683251	02/Aug/2005	3138564	05/Sep/2006	05/Sep/2012 (Affidavit of Use) 05/Sep/2016 (Renewal)	Registered

ECOTRIN device #1 DOCTOR RECOMMENDED ASPIRIN with stethoscope and tablet (version 2) (in colour)

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	78683253	02/Aug/2005	3129310	15/Aug/2006	15/Aug/2012 (Affidavit of Use) 15/Aug/2016 (Renewal)	Registered

ECOTRIN stylized

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	71659828	20/Jan/1954	596306	05/Oct/1954	04/Oct/2014	Registered

ECOTRIN. THE SAFER ASPIRIN.

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	78113878	11/Mar/2002	3139711	05/Sep/2006	05/Sep/2012 (Affidavit of Use) 05/Sep/2016 (Renewal)	Registered

THE ASPIRIN REGIMEN THAT'S SMART FOR YOUR HEART

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	85267693	15/Mar/2011				Application

MASSENGILL

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	73284134	31/Oct/1980	1193855	20/Apr/1982	19/Apr/2012	Registered

MASSENGILL EVERYDAY FRESH

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	75864076	03/Dec/1999	2551654	26/Mar/2002	26/Mar/2012	Registered

MASSENGILL M device AND SEAL (GOLD)

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	74378407	08/Apr/1993	1896753	30/May/1995	30/May/2015	Registered

MASSENGILL WITH RED RIBBON device

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	74377968	14/Jan/1994	1906273	18/Jul/1995	18/Jul/2015	Registered

MASSENGILL WITH RED RIBBON, WOMAN AND M device

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	74482947	25/Jan/1994	1880356	28/Feb/1995	28/Feb/2015	Registered

SOMINEX

Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status
USA	No	GlaxoSmithKline LLC	5	71688457	27/May/1955	633508	28/Aug/1966	25/Aug/2016	Registered

Schedule B-Patents

C75020 (MASSENGILL)

Main Applicant	Country	Application Number	Application Date	Patent Number	Status	Expiration Date	Next Tax Due Date
GlaxoSmithKline LLC	Canada	2196798	28-Jul-95	2196798	Granted	28-Jul-2015	28-Jul-2011
GlaxoSmithKline LLC	United States	08/445245	19-May-95	5695481	Granted	19-May-2015	
GlaxoSmithKline LLC	United States	08/899373	6-Aug-98	6235008	Granted	19-May-2015	22-Nov-2012