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		110/14/2011	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

900209821

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

REEL: 004681 FRAME: 0112

79696/162

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

source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page1.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page2.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page3.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page4.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page5.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page6.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page7.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page8.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page9.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page10.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page10.tif source=Assignment_GSK LLC to Prism CH Holdings_14 Oct. 2011#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

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

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 andregistration; (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;

CH1 6274500v.2

- (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. <u>Successors</u>. 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. <u>Counterparts</u>. 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. <u>Miscellaneous</u>. 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 LLQ
	By: Celella July
	William J. Mosher Its: Vice President & Secretary
	Date: 14 Actober 2011
STATE OF Pennsylvania	
STATE OF <u>Pennsylvania</u> COUNTY OF <u>Philadelphia</u>)	SS.
appeared William T. Mosher subscribed to the foregoing instruments	authority, on this day of, 2011, personally known to me as the person whose name is ent and acknowledged to me that he/she executed the same herein expressed, in the capacity state, and with authority to be Assignor.
	Angelique Angelique Di Orono Notary Public
DOMMONWEALTH OF PENNSYLVANIA	(Signature of Notary) (Signature of Notary) (Signature of Notary)
NOTARIAL SEAL NOTARIAL SEAL ANGELIQUE DIBRUNO, Notary Public City of Philadelphia, Phila. County City of Philadelphia, Phila. County City of Philadelphia, Phila. County	ANGELIQUE DIBRUNO, Notary Public City of Philadelphia, Phila. County My Comprise on Empires March 25, 2014

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(Legibly Print or Stamp Name of Notary)

	ACCEPTED BY:
	ASSIGNEE
	PRISM CH HOLDINGS INC.
	By: Alene M. Kathern Arlene M. Sothern Assistant Secretary
	Arlene M. Sothern Its: Assistant Secretary
	Date: 14 Solober 2011
STATE OF <u>Pennsylvania</u> COUNTY OF <u>Philodelphia</u>)) ss.
•	4
appeared Arlene M. Sothe	authority, on this /// day of <u>Det.</u> , 2011, personally known to me as the person whose name is
subscribed to the foregoing instrumtion for the purposes and consideration act in this assignment on behalf of the subscribed to the foregoing instrumtion.	nent and acknowledged to me that he/she executed the same therein expressed, in the capacity state, and with authority to the Assignee.
Ü	C
	Notary Public
	angelieur di Premo
	(Signature of Notary) NOTARIAL SEAL ANGELIQUE DIBRUNO, Notary Public City of Philadelphia, Phila, County
	My Commission Expires March 25, 2014

(Legibly Print or Stamp Name of Notary)

Schedule A-Trademarks

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FIBER CHOICE

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Status	Registered
Registration Renewal Date Status Date	03/Apr/2001 03/Apr/2021
Registration Date	03/Apr/2001
Registration Number	2441387
Application Date	19/Oct/1998 2441387
Owner Class(es) Application Number Application Registration Date Number	75573311
Class(es)	5
WIPO Current Owner	GlaxoSmithKline 5 LLC
WIPO	N N
Country	USA

FIBER CHOICE device

Status	Registered
Application Registration Registration Renewal Date Status Date Date	23/Sep/2008 23/Sep/2014 (Affidavit of Use) 23/Sep/2018 (Renewal)
Registration Date	23/Sep/2008
Registration Number	3504794
Application Date	19/Feb/2008 3504794
Application Number	77399926
Class(es)	2
MPO Current Owner Class(es) Application Number	GlaxoSmithKline 5 LLC
WIPO	<u>8</u>
Country	USA

CHI 6274500v.2

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

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

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

Country	WIPO	Current Owner	Clace(pc)	Annlication Number	Annlination	Dogietration	Dogiotostion	Donound Date	Chatin	_
				Date Number Date States	Date	Number	Date	Nellewal Date	Ordins	
	°Z	GlaxoSmithKline 5	ર	77386408	01/Feb/2008				Application	

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ECOTRIN

Status	Registered
Application Registration Registration Renewal Date Status Date Date	14/Nov/2006 14/Nov/2012 (Affidavit of Use) 14/Nov/2016 (Renewal)
Registration Date	14/Nov/2006
Registration Number	3171602
Application Date	02/Feb/2006 3171602
Application Number	78805088
Class(es)	ഹ
Current Owner Class(es) Application Number	GlaxoSmithKline LLC
WIPO	o _N
Country	USA

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

(in colour)

02/Aug/2005 3138564		Number Number 5 78683251
· · · · · · · · · · · · · · · · · · ·		ודכ

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

Registered Renewal Date Status 15/Aug/2012 (Affidavit of Use) 15/Aug/2016 (Renewal) Registration Date 15/Aug/2006 Registration Number 3129310 02/Aug/2005 Application Date Application Number 78683253 Class(es) GlaxoSmithKline LLC WIPO Current Owner g Country USA

14/Oct/2011

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ECOTRIN stylized

	1
Status	Registered
Renewal Date	05/Oct/1954 04/Oct/2014 Registered
Registration Date	05/Oct/1954
Registration Number	596306
Application Date	20/Jan/1954 596306
Application Number	71659828
Class(es)	ഗ
Current Owner Class(es) Application Application Registration Renewal Date Status Number Date Status	GlaxoSmithKline 5
WIPO	o N
Country	USA

ECOTRIN. THE SAFER ASPIRIN.

Country	WIPO	Current Owner Class(es) Application Number	Class(es)	Application Number		Registration Number	Registration Date	Application Registration Registration Renewal Date Status Date Number Date	Status
USA	<u>8</u>	GlaxoSmithKline 5 LLC	rð.	78113878	11/Mar/2002 3139711	3139711	05/Sep/2006	05/Sep/2006 05/Sep/2012 (Affidavit of USe) 05/Sep/2016 (Renowal)	Registered

THE ASPIRIN REGIMEN THAT'S SMART FOR YOUR HEART

Status	Application
Renewal Date	
Registration Date	
Registration Number	
Application Date	15/Mar/2011
urrent Owner Class(es) Application Application Registration Registration Renewal Date Status Number Date Number Date	85267693
Class(es)	rð.
Current Owner	GlaxoSmithKline LLC
WIPO	°Z
Country	USA

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MASSENGILL

Registration Renewal Date Status Date		20/Apr/1982 19/Apr/2012 Registered	
on Rei		75 19/	
Registrati Date		20/Apr/198	
Application Registration Date Number		1193855	
Application Date		31/Oct/1980 1193855	
		73284134	
Class(es)			
Current Owner Class(es) Application		GlaxoSmithKline 5	
WIPO Cur		o Z	
Country	Ç	yso O	

MASSENGILL EVERYDAY FRESH

· · · · · · · · · · · · · · · · · · ·	
Registration Renewal Date Status Date	26/Mar/2002 26/Mar/2012 Registered
	26/Mar/2002
Application Registration Date Number	:
Application Date	03/Dec/1999 2551654
Class(es) Application Number	75864076
Class(es)	ري ا
MIPO Current Owner	GlaxoSmithKline LLC
WIPO	o Z
Country	USA

MASSENGILL M device AND SEAL (GOLD)

Country	WIPO	Current Owner Class(es) Application	Class(es)		Application Date	Application Registration F	Registration Date	Registration Renewal Dafe Status Date	Status
USA	o _Z	GlaxoSmithKline 5	က	74378407	08/Apr/1993 1896753		30/May/1995	30/May/1995 30/May/2015 Registered	Registered

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MASSENGILL WITH RED RIBBON device

Registration Renewal Date Status Date	18/Jul/1995 18/Jul/2015 Registered
1	18/Jul/1995
Application Registration Date Number	4/Jan/1994 1906273
Applicatio Date	14/Jan/199
Application Number	74377968
Class(es)	رم ا
WIPO Current Owner Class(es) Application Number	GlaxoSmithKline LLC
WIPO	o Z
Country	USA

MASSENGILL WITH RED RIBBON, WOMAN AND M device

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

SOMINEX

		1
	e Status	Registered
	Renewal Date	25/Aug/2016
	Registration Renewal Date Status Date	28/Aug/1956 25/Aug/2016 Registered
	Class(es) Application Application Registration Number Date Number	633508
	Application Date	27/May/1955 633508
	Application Number	71688457
	Class(es)	വ
İ	MPO Current Owner	GlaxoSmithKline LLC
	WIPO	O N
	Country	USA

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Schedule B-Patents

C75020 (MASSENGILL)							
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Main Applicant	Country	Application Number	Application Jate	Patent Number Status	Status	Expiration Date	Next Tax Due Date
GlaxoSmithKline LLC	Canada	2196798	28-Jul-95	2196798	Granted	Granted 28-Jul-2015 28-Jul-2011	28-Jul-2011
GlaxoSmithKline LLC	United States	08/445245	19-May-95 5695481	5695481	Granted	Granted 19-May-2015	
GlaxoSmithKline LLC	United States	08/899373	6-Aug-98 6235008	6235008	Granted	Granted 19-May-2015 22-Nov-2012	22-Nov-2012

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