

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
The Tylenol Company		06/12/2013	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Johnson & Johnson		
Street Address:	One Johnson & Johnson Plaza		
City:	New Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08933-7001		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3842345	FEEL BETTER TYLENOL	
Registration Number:	3888817	GO PACKS	
Registration Number:	4037162	MELTAWAYS	
Registration Number:	3806880	RAPID BLAST	
Registration Number:	1621973	TYLENOL	
Registration Number:	2660253	TYLENOL	
Registration Number:	0890360	TYLENOL	
Registration Number:	4096488	TYLENOL	
Registration Number:	1852189	TYLENOL FLU	
Registration Number:	1777613	TYLENOL PM	
Registration Number:	4023102		
Registration Number:	4060344		
CORRESPONDENCE DATA			

900264416

TRADEMARK
 REEL: 005096 FRAME: 0854

CH \$315.00 3842345

Fax Number: 7325246341

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7325242471

Email: cbodnar@its.jnj.com

Correspondent Name: David H. McDonald

Address Line 1: One Johnson & Johnson Plaza

Address Line 4: New Brunswick, NEW JERSEY 08933-7001

ATTORNEY DOCKET NUMBER:

TYLENOL COMPANY ASSIGNMEN

NAME OF SUBMITTER:

Christine C. Bodnar

Signature:

/ccbjnj/

Date:

08/23/2013

Total Attachments: 8

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TRADEMARK ASSIGNMENT

BY AND BETWEEN

THE TYLENOL COMPANY (ASSIGNOR)

AND

JOHNSON & JOHNSON (ASSIGNEE)

EFFECTIVE DATE: JUNE 12, 2013

TRADEMARK ASSIGNMENT

This **AGREEMENT**, made and entered into and effective as of the twelfth day of June, 2013 (the "Effective Date"), by and between **The Tylenol Company**, a New Jersey corporation with a principal place of business at P.O. Box 151, U.S. Route 22, Somerville NJ ("Assignor"), and **Johnson & Johnson**, a New Jersey corporation with a principal place of business at One Johnson & Johnson Plaza, New Brunswick NJ 08933 ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in, to and under certain trademarks, service marks, trade names, logos, slogans, designs, trade dress, domain names and other proprietary designations used in connection with the development, manufacture, distribution, marketing, offering for sale and sale of goods and services related to its business, including but not limited to the trademark applications and registrations therefor set forth on Schedule A hereto, and any other applications and registrations therefor, along with all related common law marks and all appurtenant goodwill (collectively, the "**Assigned Marks**");

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties intending to be legally bound, hereby agree as follows:

ARTICLE 1. ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1 Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest in the United States, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by the Assigned Marks and any other common law trademarks, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the rights in the Assigned Marks in the United States, and to collect for damages for past infringement of the rights in the Assigned Marks, in the sole name of Assignee, its successors, legal representatives and assigns; the aforesaid transferred right, title and interest to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1 Assignor hereby represents and warrants to Assignee that Assignor owns the full right, title and interest in, to and under the Assigned Marks to allow it to assign, transfer, convey, and set over the entire right, title and interest assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

2.2 Assignor represents that there are currently no actions, suits or proceedings pending or to the knowledge of Assignor, threatened against or affecting the Assigned Marks, and that all the Assigned Marks are in force, and all maintenance fees therefor are current.

2.3 Assignor represents that there are no undisclosed contracts, licenses, commitments or other legal obligations affecting the Assigned Marks which are of such nature as to prevent or limit the rights assigned pursuant to this Agreement.

2.4 Assignor and Assignee warrant and represent that they have the requisite legal and corporate power and right to enter into this Agreement and to carry out all of their respective obligations under the terms of this Agreement.

ARTICLE 3. MISCELLANEOUS

3.1 Should any provision of this Agreement be or become void because of being at variance with a law or decree of any pertinent governmental body, the remainder of this Agreement shall remain binding on both Parties. The Parties will use their best efforts to agree upon any changes in this Agreement which may be necessary in order to adjust its remaining provisions with regard to the omission of any invalid term in order to make this Agreement workable.

3.2 No modification or amendment to this Agreement shall be of any force or effect unless in a writing and signed by authorized representatives of both Parties hereto.

3.3 The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

3.4 Assignor agrees to cooperate with Assignee in the recording of this Agreement with appropriate government or other offices, and to otherwise implement this Agreement, if Assignee so requests. This includes executing any documents or supplementary agreements as appropriate in the relevant jurisdictions, including executing a short form Trademark Assignment, in substantially the same form as attached hereto as Exhibit A.

3.5 Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents and take such actions as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Marks.

3.6 Assignor further agrees that it shall bear all costs associated with any recordals or other efforts to perfect Assignee's title in the Assigned Marks as described in Section 3.4 or 3.5 herein.

3.7 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

ARTICLE 4. APPLICABLE LAW AND NOTICES

4.1 This Agreement shall be construed and interpreted, and its performance shall be governed by the substantive laws of New Jersey.

4.2 Any notice or other communication which is required to be given by either Party to the other hereunder shall be in writing and shall be deemed to have been duly given when sent by registered or certified mail, postage prepaid, or by overnight delivery by a responsible third-party carrier with tracking ability. Any notices required under this Agreement shall be addressed as follows, or to such other address as may be designated by either Party in writing:

FOR: The Tylenol Company
P.O. Box 151
U.S. Route 22
Somerville NJ
Attn: General Counsel

FOR: Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick NJ 08933
Attn: General Counsel

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the date first above written.

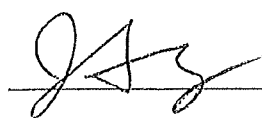
THE TYLENOL COMPANY

JOHNSON & JOHNSON

By: _____

Name: Gregory Herlan

Title: President

By:  _____

Name: John Sharkey

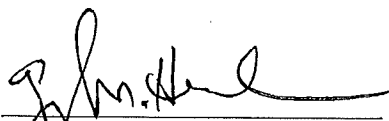
Title: Assistant Secretary

[SIGNATURE PAGE OF TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the date first above written.

THE TYLENOL COMPANY

JOHNSON & JOHNSON

By: 

Name: Gregory Herlan

Title: President

By: _____

Name: John Sharkey

Title: Assistant Secretary

[SIGNATURE PAGE OF TRADEMARK ASSIGNMENT]

SCHEDULE A - TRADEMARKS

Trademark	Country	Registration Number	Registration Date
FEEL BETTER TYLENOL	UNITED STATES OF AMERICA	3842345	31/AUG/2010
GO PACKS	UNITED STATES OF AMERICA	3888817	14/DEC/2010
MELTAWAYS	UNITED STATES OF AMERICA	4037162	11/OCT/2011
RAPID BLAST	UNITED STATES OF AMERICA	3806880	22/JUN/2010
TYLENOL	UNITED STATES OF AMERICA	1621973	13/NOV/2010
TYLENOL	UNITED STATES OF AMERICA	2660253	10/DEC/2012
TYLENOL	UNITED STATES OF AMERICA	890360	05/MAY/2010
TYLENOL & RED BOTTLE DESIGN	UNITED STATES OF AMERICA	4096488	07/FEB/2012
TYLENOL BLACK & WHITE BOTTLE DESIGN	UNITED STATES OF AMERICA	4060344	22/NOV/2011
TYLENOL FLU	UNITED STATES OF AMERICA	1852189	06/SEP/2004
TYLENOL PM	UNITED STATES OF AMERICA	1777613	22/JUN/2013
TYLENOL, RED BOTTLE DESIGN	UNITED STATES OF AMERICA	4023102	06/SEP/2011

EXHIBIT A

TRADEMARK ASSIGNMENT

WHEREAS, **The Tylenol Company**, a New Jersey with a principal place of business at P.O. Box 151, U.S. Route 22, Somerville NJ, USA ("Assignor"), is the owner of the marks, pending applications and trademark registrations listed in the attached Schedule A ("the Marks"), and all the goodwill and reputation attached thereto and all rights in any cause of action related thereto in the United States; and

WHEREAS, **Johnson & Johnson**, a New Jersey corporation with a principal place of business at One Johnson & Johnson Plaza, New Brunswick NJ 08933, USA ("Assignee"), is desirous of acquiring the full right, title and interest in, to and under the Marks and the goodwill and reputation accrued in connection and associated therewith, and all rights in any cause of action related thereto in the United States, from the Assignor;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms the sale, assignment, transfer and set over unto the Assignee of the entire right, title and interest in and to the Marks, together with all goodwill and reputation attached or related thereto, and any cause of action related to the Marks in the United States.

Dated: June 12, 2013

ASSIGNOR:

THE TYLENOL COMPANY

By: 

Name: Gregory Herlan

Title: President