

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer HealthCare LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Foundation Consumer Healthcare, LLC		
Street Address:	615 S DUPONT HWY		
City:	DOVER		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	72202920	BRONKAID	
Serial Number:	71465327	NEO-SYNEPHRINE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043778156		
Email:	jcarusone@rbh.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon Street, Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	21794.00016		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	12/19/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("**Assignment**") is entered into this 16th day of December, 2014 ("**Assignment Effective Date**"), by and between Bayer HealthCare LLC, a Delaware limited liability company ("**Assignor**"), and Foundation Consumer Healthcare, LLC, a Delaware limited liability company ("**Assignee**"). Each of Assignor and Assignee is sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

WHEREAS, Assignor and Assignee have entered into that certain Asset Sale and Purchase Agreement dated as of December 16, 2014 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of Assignor's right, title, and interest in, to and under all the Intellectual Property, including without limitation the Intellectual Property set forth on Exhibit A.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.

2. Transfer of Intellectual Property. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, all of Assignor's right, title, and interest in, to and under the Intellectual Property, together with all of the goodwill associated with any and all of the foregoing, including any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, dilution, misappropriation and any other violations of the Intellectual Property, the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Intellectual Property, and all rights to file for, maintain, renew and extend registrations for the Intellectual Property, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives.

3. Further Assurances. Assignor shall, for no additional consideration, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed manually or by facsimile or electronic signature by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Party. Assignee shall have the right to retain the Assignor's manual signature version.

6. Governing Law. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New York.

7. Successors; Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Assignor and Assignee.

8. Headings. The headings of the sections and subsections of this Assignment are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.


9. Effectiveness. This Assignment shall be effective as of the Assignment Effective Date.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective as of the Assignment Effective Date.

ASSIGNOR:

Bayer HealthCare LLC

By 

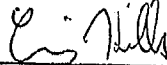
Name: Timothy G. Hayes

Title: President, Consumer Care
North America

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective as of the Assignment Effective Date.

ASSIGNEE:

Foundation Consumer Healthcare, LLC



Craig Hille
Manager

Signature Page to Intellectual Property Assignment

TRADEMARK
REEL: 005422 FRAME: 0613

Exhibit A
Intellectual Property

[see attached]

Name	Asset Type	Assignment Name	Business Unit	Coordinator	Scope	Region/Country
Stage.neo-synephrine.com	Domain	Neo-synephrine.com	PH-Men Healthcare (MH)	Andreas Prec (SGOTY)	Global	International
www.neo-synephrine.com	Domain	Neo-synephrine.com	CC- Analgesics/ Cough & Cold SBU	Lisa Bellak (MIONC)	Global	International
Neo-synephrine.com	Domain	Neo-synephrine.com	CC- Analgesics/ Cough & Cold SBU	Lisa Bellak (MIONC)	Global	International
Neo-synephrine.us	Domain		BHC-CC- Default	Julian Voelkel (VBVOJ)	Local	United States
Stage.neosynephrine.com	Domain	Stage site for Neosynephrine	CC- Analgesics/ Cough & Cold SBU	Lisa Bellak (MIONC)	Local	United States
www.neosynephrine.com	Domain		BHC-PH- Default	Unknown	Global	International
Neosynephrine.com	Domain		BHC-PH- Default	Andreas Prec (SGOTY)	Global	International
Neosynephrine.us	Domain		BHC-CC- Default	Julian Voelkel (VBVOJ)	Local	United States
Neosynephrine.bayerus.com	Domain		BHC- CC Default	Unknown	Global	International
Bronkaid.com	Domain	Bronkaid	CC- Analgesics/ Cough & Cold SBU	Julian Voelkel (VBVOJ)	Local	United States

Test.bronkaid.com	Domain		BHC-CC-Default	Roland Sommen (EQEMC)	Global	International
Login.test.bronkaid.com	Domain		BHC-CC-Default	Roland Sommen (EQEMC)	Global	International
Bronkaid.us	Domain		BHC-CC-Default	Julian Voelkel (VBVOJ)	Local	United States
Bronkaid.bayerus.com	Domain		BHC-CC-Default	Unknown	Global	International
BronkaidUSA	Website	BronkaidUSA	CC-General (non global brands)	Susan Sergo (MMBLB)	Local	United States

Trademark	Country	Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due	Status
NEO-SYNEPHRINE	Canada	05	182806	07/16/1943	UCA18444	07/16/1943	07/16/2018	Registered
NEO-SYNEPHRINE	Puerto Rico	05			16862	03/12/1971	03/12/2021	Registered
NEO-SYNEPHRINE	United States of America	05	71465327	11/26/1943	406720	04/18/1944	04/18/2024	Registered
BRONKAID	United States of America	05	72/202920	09/29/1964	788673	04/27/1965	04/27/2015	Registered