

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370376

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Bayer East Coast LLC		06/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bayer Consumer Care Holdings LLC		
<b>Street Address:</b>	100 Bayer Boulevard		
<b>City:</b>	Whippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07981		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2455742	CLARINEX	
<b>Registration Number:</b>	2660350	CLARINEX-D	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4127784432		
<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>			
<b>Phone:</b>	4127774860		
<b>Email:</b>	BayerTrademarkUS@bayer.com		
<b>Correspondent Name:</b>	Jeffrey M. Gitchel		
<b>Address Line 1:</b>	100 Bayer Road		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15205		
<b>ATTORNEY DOCKET NUMBER:</b>	26003.7123		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio		
<b>SIGNATURE:</b>	/Vanessa A. Ignacio, Esq./		
<b>DATE SIGNED:</b>	01/25/2016		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 15th day of June, 2015 (the "Effective Date") by and between Bayer East Coast LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having an office at 100 Bayer Boulevard, Whippany, NJ 07981 (hereinafter referred to as the "Assignor") and Bayer Consumer Care Holdings LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having an office at 100 Bayer Boulevard, Whippany, NJ 07981 (hereinafter referred to as the "Assignee").

WHEREAS, the Assignor owns legal, beneficial and economic interests in the trademarks, service marks, and related registrations and/or applications therefor listed in Annex A hereto in the respective countries listed herein (the "Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee any and all legal, beneficial and economic interests in the Trademarks and Assignor wishes to acquire Assignor's legal, beneficial and economic interests in said Trademarks.

NOW THEREFORE, the parties hereto agree as follows:

1. In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to the Assignee, and the Assignee hereby accepts, any and all legal, beneficial and economic interests in and to the Trademarks.
2. Assignor hereby divests itself of any and all legal, beneficial and economic interests it had in and to the Trademarks and conveys such beneficial and economic interests to Assignee, who shall hold such beneficial and economic interests in place of Assignor.
3. Assignee shall be solely responsible, at its own cost and expense, for registering, recording or taking any other steps necessary to perfect this assignment of the legal, beneficial and economic interests in the Trademarks to Assignee. Assignee is responsible for preparing and providing all legal documents reasonably necessary for the recordation of the assignment. Assignor will countersign all legal documents necessary for the recordation of the assignment.
4. Each party shall at its own cost and expense execute and deliver such further documents and instruments, including but not limited to assignment documents, and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the parties hereto determined in accordance with the laws of the State of Delaware, without reference to its choice of laws provisions. Any amendments, modifications, alterations, or supplements to this Agreement shall be made in writing to be legally effective.
6. If any one or more provisions of this Agreement is or becomes invalid, the

parties agree to replace said provisions with valid provisions that approximate, as closely as possible, the intent of the original provision. If the parties cannot agree on one or more replacement provisions, the invalidity of any one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such material importance to the Agreement that it is reasonable to assume that the parties would not have executed the Agreement without them.

7. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the party and its respective heirs, legatees, legal representatives, successors, transferees and assigns.

8. This Agreement is not intended and shall not be construed to be for the benefit of any person or entity other than the parties, an indemnitee or a successor or permitted assignee thereof.

9. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

[signature page follows]

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

For and on behalf of the Assignee

BAYER EAST COAST LLC

BAYER CONSUMER CARE HOLDINGS LLC

By:   
Name: Timothy G. Hayes  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

For and on behalf of the Assignee

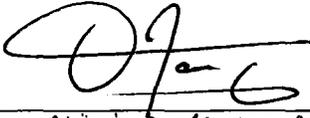
BAYER EAST COAST LLC

BAYER CONSUMER CARE HOLDINGS LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: 

Name: OLIVIER MAUROY BRESSIER

Title: PRESIDENT

ANNEX A

Bayer East Coast - United States							
Country	Trademark	Status	Application No.	Application Date	Registration Number	Registration Date	Class/Goods
United States of America	CLARINEX	®	75464407	4/8/1998	2455742	5/29/2001	Class 5: ANTIHISTAMINE PREPARATION
United States of America	CLARINEX-D	®	76128970	9/14/2000	2660350	12/10/2002	Class 5: ANTIHISTAMINE AND DECONGESTANT PREPARATION
United States of America	HYDRASENSE	®	79/093105	12/16/2010	3991970	7/12/2011	Class 5: CLEANING AND MOISTURIZING SOLUTIONS FOR NASAL CAVITIES Class 10: MEDICAL APPARATUS AND INSTRUMENTS, PARTICULARLY DEVICES FOR WASHING NASAL CAVITIES

TRADEMARK

REEL: 005715 FRAME: 0389

RECORDED: 01/25/2016