

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miralax LLC		07/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bayer HealthCare LLC		
Street Address:	100 Bayer Boulevard		
City:	Whippany		
State/Country:	NEW JERSEY		
Postal Code:	07981		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4202458	CORRECTOL	
Registration Number:	0648132	CORRECTOL	
Registration Number:	2069207	CORRECTOL CARING FOR WOMEN FOR OVER 40 Y	
Registration Number:	2069206	CORRECTOL CARING FOR WOMEN FOR OVER 40 Y	
Registration Number:	4716461	CORRECTOL	
Registration Number:	4339835	DON'T WAIT TO FEEL GREAT	
Registration Number:	3120379	MIRALAX	
Registration Number:	3412356	MIRALAX	
Registration Number:	3735255	MIRALAX	
Registration Number:	3735254	MIRALAX	
Registration Number:	4426594	MIRALAX	
Registration Number:	4378029		
Registration Number:	3962212	NEATPAX	
Registration Number:	4150596		
Registration Number:	4060645		
CORRESPONDENCE DATA			
Fax Number:	4127784432		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4127774860
Email: BayerTrademarkUS@bayer.com
Correspondent Name: Jeffrey M. Gitchel
Address Line 1: 100 Bayer Road
Address Line 4: Pittsburgh, PENNSYLVANIA 15205

ATTORNEY DOCKET NUMBER:	26003.7123
NAME OF SUBMITTER:	Vanessa A. Ignacio
SIGNATURE:	/Vanessa A. Ignacio/
DATE SIGNED:	01/29/2016

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 1st day of July, 2015, immediately following (i) the assignment and assumption by Bayer HealthCare LLC's ("BHC") sole member, Bayer Medical Care Inc., of certain BHC assets and liabilities and (ii) Bayer Medical Care Inc.'s contribution of certain BHC receivable assets to BHC (the "Effective Date") by and between MiraLAX 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 Healthcare 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, Assignor owns certain trademarks, service marks, and related registrations including, but not limited to, those listed in Annex A hereto in the United States and Puerto Rico (the "Trademarks"); and

WHEREAS, Assignor wishes to assign its Trademarks to Assignee, and Assignee wishes to acquire the Assignor's 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, Assignor hereby assigns to Assignee, and the Assignee hereby accepts, any and all right, title and interest in and to the Trademarks, including all associated goodwill.
2. Assignor hereby divests itself of all right, title, and interest in and to Assignor's Trademarks and conveys all right, title, and interest in and to Assignor's Trademarks to Assignee, who shall hold such right, title, and interest 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 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]

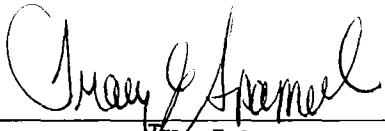
IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

For and on behalf of the Assignee

MIRALAX LLC

BAYER HEALTHCARE LLC

By: 
Name: Tracy E. Spagnol
Title: Vice President & Treasurer

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

MIRALAX LLC

BAYER HEALTHCARE LLC

By: _____

Name: _____

Title: _____

By: 

Name: Timothy G. Hayes

Title: President, Consumer Care NA.

ANNEX A

Miralax LLC Trademark Schedule

Country	Trademark	Status	Application No.	Application Date	Registration Number	Registration Date	Class/Goods
United States of America	CORRECTOL	®	86/533776	2/3/2012	4,202,458	9/4/2012	Class 5: LAXATIVES; NUTRITIONAL SUPPLEMENTS, NAMELY, PROBIOTIC COMPOSITIONS; DIETARY AND NUTRITIONAL SUPPLEMENTS; STOOL SOFTENER.
United States of America	CORRECTOL (STYLIZED)	®	72/018347	10/29/1956	648132	7/9/1957	Class 5: A PREPARATION FOR THE TREATMENT OF CONSTIPATION
United States of America	CORRECTOL CARTON DESIGN (WITH CORRECTOL)	®	75/090348	4/18/1996	2069207	6/10/1997	Class 5: PREPARATION FOR THE TREATMENT OF CONSTIPATION
United States of America	CORRECTOL CARTON DESIGN (WITHOUT CORRECTOL)	®	75/090347	4/18/1996	2069206	6/10/1997	Class 5: PREPARATION FOR THE TREATMENT OF CONSTIPATION
United States of America	CORRECTOL Packaging	®	86/405,580	9/25/2014	4,716,461	4/7/2015	Class 5: LAXATIVES
United States of America	DON'T WAIT TO FEEL GREAT	®	85/591175	4/6/2012	4339835	5/21/2013	Class 5: LAXATIVES AND STOOL SOFTENERS
United States of America	MIRALAX	®	78/686831	8/5/2005	3120379	7/25/2006	Class 5: LAXATIVES
United States of America	MIRALAX & DESIGN	®	77/097551	2/2/2007	3412356	4/15/2008	Class 5: LAXATIVES
United States of America	MIRALAX & LABEL 30 (IN COLOR)	®	77/753736	6/5/2009	3735255	1/5/2010	Class 5: LAXATIVES
United States of America	MIRALAX & LABEL 7 (IN COLOR)	®	77/753735	6/5/2009	3735254	1/5/2010	Class 5: LAXATIVES
United States of America	MIRALAX (& Label Design)	®	85/746766	10/5/2012	4,426,594	10/29/2013	Class 5: CI 5: Laxatives
United States of America	MIRALAX PINK CAP	®	77/519722	7/11/2008	4378029	8/6/2013	Class 5: LAXATIVE
United States of America	NEATPAX	®	77/571785	9/17/2008	3962212	5/17/2011	Class 5: LAXATIVES
United States of America	ZEGERID DESIGN WITH CAPSULE	®	77/931363	2/9/2010	4150596	5/29/2012	Class 5: PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF GASTROINTESTINAL PROBLEMS AND DISEASES
United States of America	ZEGERID LABEL DESIGN	®	77/939589	2/19/2010	4060645	11/22/2011	Class 5: PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF GASTROINTESTINAL PROBLEMS AND DISEASES

TRADEMARK

REEL: 005719 FRAME: 0301

RECORDED: 01/29/2016