

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		07/08/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Blistex Inc.		
Street Address:	1800 Swift Drive		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3929594	BRAND USED BY HOSPITALS	
Registration Number:	3908646	INTERNAL SOOTHERS	
Registration Number:	4425583	THE	
Registration Number:	0887379	TUCKS	
Registration Number:	3074571	TUCKS	
Registration Number:	3945104	TUCKS	
Registration Number:	3945106	TUCKS	
Registration Number:	3945105	TUCKS	
Registration Number:	0887380	TUCKS TAKE-ALONGS	
Registration Number:	3945198	TUCKS	
Registration Number:	3920810	YOU ARE NOT ALONE	
Registration Number:	3932057	YOU HAVE TUCKS	
CORRESPONDENCE DATA			
Fax Number:	3124271300		
<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:	3124271300		
Email:	CHIUSTM@LADAS.NET		
Correspondent Name:	Burton S. Ehrlich		
Address Line 1:	224 S. Michigan Avenue		
TRADEMARK			

CH \$315.00 3929594

Address Line 2:	Suite 1600
Address Line 4:	Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Burton S. Ehrlich
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SIGNATURE:	/bsehrlich/
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DATE SIGNED:	07/14/2016
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Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into and made effective as of July 8, 2016, by and between Johnson & Johnson, a New Jersey corporation ("Assignor"), and Blistex Inc., an Illinois corporation ("Assignee").

A. Johnson & Johnson Consumer Inc., a New Jersey corporation and affiliate of Assignor ("JJCI"), and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, JJCI has agreed to cause Assignor to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and Assignor has agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The parties hereto, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

(a) the copyright registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default,

with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of reasonable affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of JJCI and Assignee with respect to the Assigned IP. 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 fullest 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.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

[SIGNATURE PAGE FOLLOWS]

The parties hereto are signing this Assignment as of the date first set forth above.

ASSIGNOR:

JOHNSON & JOHNSON

By: 
Name: Jake Feldman
Title: Assistant Secretary

ASSIGNEE:

BLISTEX INC.

By: _____
Name: Justin Arch
Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]

The parties hereto are signing this Assignment as of the date first set forth above.

ASSIGNOR:

JOHNSON & JOHNSON

By: _____
Name: _____
Title: _____

ASSIGNEE:

BLISTEX INC.

By: Justin Arch
Name: Justin Arch
Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]

SCHEDULE 1

COPYRIGHTS AND COPYRIGHT APPLICATIONS

REDACTED AS
NOT PERTINENT
TO RECORDAL

SCHEDULE 2

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Registration Number	Registration Date
TUCKS	CANADA	TMA123315	25-Aug-61
TUCKS	CANADA	173301	18-Dec-70
TUCKS TAKE-ALONGS	CANADA	173305	18-Dec-70
BRAND USED BY HOSPITALS & LOGO	UNITED STATES OF AMERICA	3929594	8-Mar-11
INTERNAL SOOTHERS	UNITED STATES OF AMERICA	3908646	18-Jan-11
LOVE THE BUTT LOGO	UNITED STATES OF AMERICA	4425583	29-Oct-13
TUCKS	UNITED STATES OF AMERICA	887379	10-Mar-70
TUCKS	UNITED STATES OF AMERICA	3074571	28-Mar-06
TUCKS & FRONT PANEL DESIGN	UNITED STATES OF AMERICA	3945104	12-Apr-11
TUCKS & TOP FLAP DESIGN	UNITED STATES OF AMERICA	3945106	12-Apr-11
TUCKS (STYLIZED)	UNITED STATES OF AMERICA	3945105	12-Apr-11
TUCKS TAKE-ALONGS	UNITED STATES OF AMERICA	887380	10-Mar-70
TUCKS WITH LEAVES DESIGN (BLACK & WHITE)	UNITED STATES OF AMERICA	3945198	12-Apr-11
YOU ARE NOT ALONE	UNITED STATES OF AMERICA	3920810	15-Feb-11
YOU HAVE TUCKS	UNITED STATES OF AMERICA	3932057	15-Mar-11

REDACTED AS
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TO RECORDAL

REDACTED AS
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TO RECORDAL