

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		07/01/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Noramco, Inc.		
Street Address:	500 Swedes Landing Road		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1768331	N NORAMCO	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	07/28/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of July 1, 2016 between Johnson & Johnson, a New Jersey corporation ("Assignor") and Noramco, Inc., a Georgia corporation ("Assignee").

WHEREAS, pursuant to, and upon the terms of, that certain Stock and Asset Purchase Agreement, dated as of March 5, 2016, which agreement was amended on June 30, 2016 (the "Stock and Asset Purchase Agreement"), between Janssen Pharmaceuticals, Inc., a Pennsylvania company, and Assignee, Assignee agreed to purchase, acquire and accept Assignor's right, title and interest in, to and under all Trademarks included in the Transferred Assets, including those Trademarks set forth on Schedule A hereto (hereinafter collectively referred to as the "Transferred Trademarks"). Each capitalized term used and not defined in this Trademark Assignment shall have the meaning assigned to it in the Stock and Asset Purchase Agreement;

WHEREAS, pursuant to the Stock and Asset Purchase Agreement, Assignee has purchased or will purchase certain Transferred Shares and Transferred Assets to which the Transferred Trademarks pertain; and

WHEREAS, in accordance therewith, Assignor desires to sell, convey, transfer and assign to Assignee, and Assignee desires to accept the sale, conveyance, transfer and assignment of, all of Assignor's right, title and interest in, to and under the Transferred Trademarks.

NOW, THEREFORE, Assignor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of, all of Assignor's right, title and interest in, to and under the Transferred Trademarks, and all the rights appurtenant thereto, together with the goodwill associated therewith and which is symbolized thereby and all of rights, interests, claims and demands, recoverable in law or equity, treaty or other international convention, that Assignor has or may have in profits and damages for past, present and future infringement of the Transferred Trademarks, including the right to compromise, sue for and collect such profits and damages, and all income and royalties whether accruing before, on or arising or payable after the date of this assignment, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

This Trademark Assignment, together with the Stock and Asset Purchase Agreement (including all Schedules and Exhibits thereto), the Confidentiality Agreement and the Ancillary Agreements, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters. In the event of a conflict or inconsistency between the terms of the Stock and Asset Purchase Agreement and the terms hereof, the terms of the Stock and Asset Purchase Agreement shall govern.

This Trademark Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Except as permitted under Section

10.5 of the Stock and Asset Purchase Agreement, this Agreement may not be assigned by any party hereto without the prior written consent of the other party hereto.

Neither the making nor the acceptance of this sale, conveyance, assignment and transfer shall enlarge, restrict or otherwise modify the terms of the Stock and Asset Purchase Agreement or constitute a waiver or release by any party to the Stock and Asset Purchase Agreement of any liabilities, duties or obligations imposed thereby.

Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any 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 Trademarks to Assignee, or any assignee or successor thereto.

This Trademark Assignment shall be governed by, and construed in accordance, with the laws of the United States in respect of trademark issues and, in all other respects, the laws of the State of New York, without regard to the choice of law provisions thereof. Any dispute directly related to the breach of this Trademark Assignment shall be resolved in accordance with Section 10.4 of the Stock and Asset Purchase Agreement. Without limiting the general applicability of Section 10.4 of the Stock and Asset Purchase Agreement to any disputes arising hereunder, **EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

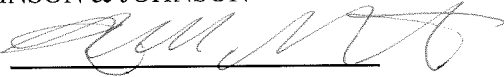
This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have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

This Trademark Assignment shall be subject to the provisions set forth in Section 9.2 of the Stock and Asset Purchase Agreement, except to the extent that any contrary or different terms are set forth herein.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this
Trademark Assignment to be executed by their respective duly authorized officers as
of the date first above written.

JOHNSON & JOHNSON

By: 

Name: DAVID McDONALD

Title: ASSISTANT SECRETARY

[Signature Page to Trademark Assignment (Johnson & Johnson)]

IN WITNESS WHEREOF, Assignor and Assignee have caused this
Trademark Assignment to be executed by their respective duly authorized officers as
of the date first above written.

NORAMCO, INC.


By: Matthew Martin

Name: MATTHEW MARTIN

Title: DIRECTOR

[Signature Page to Trademark Assignment (Noramco, Inc.)]

Schedule A
Trademarks

<u>Trademark name</u>	<u>Country</u>	<u>Registrant</u>	<u>Filing Number</u>	<u>Registration Number</u>
NORAMCO AND DESIGN 	UNITED STATES OF AMERICA	JOHNSON & JOHNSON	74/173807	1768331