

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407989

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		12/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Foundation Consumer Healthcare, LLC		
Street Address:	615 S. DuPont Highway		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1251488	CAMPHO-PHENIQUE	
Registration Number:	3668752	CAMPHO-PHENIQUE	
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@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon St., Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	12/07/2016		
Total Attachments: 5			
source=Bayer_Foundation_IP_Assignment_Dec.01.2016#page1.tif			
source=Bayer_Foundation_IP_Assignment_Dec.01.2016#page2.tif			
source=Bayer_Foundation_IP_Assignment_Dec.01.2016#page3.tif			

CH \$65.00 1251488

source=Bayer_Foundation_IP_Assignment_Dec.01.2016#page4.tif

source=Bayer_Foundation_IP_Assignment_Dec.01.2016#page5.tif

TRADEMARK AND DOMAIN ASSIGNMENT AGREEMENT

This Trademark and Domain Assignment ("Assignment") is entered into this 1st day of December, 2016 ("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 Purchase Agreement dated as of December 1, 2016 (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 trademarks, service marks, internet domains and registrations and/or applications ("Trademarks") 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 Trademarks. 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 Trademarks, 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 Trademarks, 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 Trademarks, and all rights to file for and maintain registrations for the Trademarks, 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 Trademarks 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 Trademark and Domain Assignment Agreement effective as of the Assignment Effective Date.

ASSIGNOR:

BAYER HEALTHCARE LLC

By Natalie N. Bartner

Name: Natalie N. Bartner

Title: President, Consumer Health North America

Signature Page to Trademark and Domain Assignment Agreement

TRADEMARK
REEL: 005941 FRAME: 0439

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

ASSIGNEE:

FOUNDATION CONSUMER HEALTHCARE, LLC

By *[Signature]*

Name: *Craig Hille*

Title: *Manager*

Signature Page to Trademark and Domain Assignment Agreement

Exhibit A
Trademarks and Domains

List of Trademarks and Domains

Trademark	Country	Classes	Applicant App No	Application Date	Registrar App No	Registration Date	Renew Status	Next Renewal Date	Status
CAMPHO-PHENIQUE	United States of America	05	73376064	07/22/1982	1251488	09/20/1983		09/20/2023	Registered
CAMPHO-PHENIQUE	United States of America	05	77/666889	11/04/2008	3668752	08/18/2009	Renewal Invoiced	08/18/2019	Registered
<u>Domain Name</u>	<u>First Registration Date</u>	<u>Renewal Date</u>	<u>Admin C</u>	<u>Admin Email</u>	<u>Tech C</u>	<u>Registrar</u>	<u>Associated Campaign</u>	<u>Associated Product</u>	
campho-phenique.com	2000-12-27	2016-12-27	Bayer Corporation	WebDomainAdmin@bayer.com	Corporation Service Company	Bayer Corporation		CampHo-Phenique	
campho.com	2011-01-23	2017-01-23	Bayer Corporation	WebDomainAdmin@bayer.com	Corporation Service Company	Bayer Corporation		CampHo website	
campHophenique.com	2010-12-27	2016-12-27	Bayer Corporation	WebDomainAdmin@bayer.com	Corporation Service Company	Bayer Corporation		CampHo-Phenique	

Signature Page to Trademark and Domain Assignment Agreement