# CH \$40.00 52590

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM464284

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
InFirst Healthcare Ltd.		10/25/2017	Private Limited Company: UNITED KINGDOM

#### **RECEIVING PARTY DATA**

Name:	McNeil Consumer Pharmaceuticals Co.		
Street Address:	7050 Camp Hill Road		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	Partnership: NEW JERSEY		
Composed Of:	<ul> <li>McNEIL MMP, LLC, NEW JERSEY, Limited Liability Company</li> <li>Johnson &amp; Johnson Consumer Inc., NEW JERSEY, Corporation</li> </ul>		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5259023	FASTER THAN HEARTBURN

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 7325242471

Email: tmus@its.jnj.com

Correspondent Name: David McDonald

Address Line 1: One Johnson & Johnson Plaza

Address Line 4: New Brunswick, NEW JERSEY 08933

NAME OF SUBMITTER: David McDonald	
SIGNATURE:	/DHMJNJ/
DATE SIGNED:	03/05/2018

#### **Total Attachments: 4**

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#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made and effective as of the October 25, 2017 ("Effective Date") by and between InFirst Healthcare Ltd., a United Kingdom private limited company, ("Assignor") and McNeil Consumer Pharmaceuticals Co., a New Jersey partnership ("Assignee") (Assignor and Assignee each a "Party" and collectively referred to as the "Parties").

Whereas, Assignor is the sole and exclusive owner of the Faster than Heartburn trademark utilized in the marketing of Mylanta® products and identified in the attached Schedule A, together with the trademark registration and application therefor and common law rights of Assignor in the trademark that are the subject of such registration and application (collectively referred to as the "FTH Trademark");

Whereas, Assignee desires to acquire from Assignor, and Assignor wishes to transfer to Assignee, all right, title and interest in and to the FTH Trademark, the trademark goodwill associated with the FTH Trademark, and the registration and application for registration thereof, and the Parties wish to record such acquisition;

Now, therefore, for and in consideration of the mutual covenants contained herein, Assignor and Assignee hereby agree as follows:

- 1. Assignment of Rights. The Assignor, for good and valuable consideration received, hereby sells, assigns, and transfers to the Assignee, its successors, and assigns, all rights, title, and interests in and to:
  - a. the FTH Trademark, including without limitation the registration and application thereof, all registrations which may be granted in respect of such application, all renewals of such registrations, and all common law rights therein;
  - b. the goodwill of the business symbolized by the FTH Trademark:
  - c. the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such FTH Trademark;
  - d. the entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the FTH Trademark; and
  - e. all prosecution history files for the FTH Trademark registrations and applications for trademark registration in the possession of Assignor, as well as records, prototypes, specimens, and materials contained in such files.
- 2. Authorization. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record this Assignment and to grant and issue any and all registrations of the

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FTH Trademark to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this Assignment not been made.

- 3. Successors and Assigns. This Assignment will be binding upon and be enforceable against the Assignor and its respective successors and permitted assigns and will inure to the benefit of and be enforceable by the Assignee and its successors and permitted assigns.
- 4. Governing Law. This Assignment and all disputes arising out of or related to this Assignment, or the performance, enforcement, breach or termination hereof, and any remedies relating thereto, will be construed, governed, interpreted and applied in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Any dispute arising from this Assignment will be subject to the exclusive jurisdiction of the federal and state courts having jurisdiction over the State of New York, and each Party consents and agrees to the personal jurisdiction of any such court with subject matter jurisdiction in any Action arising from such dispute. Assignor waives any claim that such court lacks jurisdiction over Assignor or constitutes an inconvenient or improper forum.
- 5. Severability. If, under applicable law or regulation, any provision of this Assignment is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Assignment (such invalid or unenforceable provision, a "Severed Clause"), this Assignment will endure except for the Severed Clause. The Parties will consult one another and use reasonable efforts to agree upon a valid and enforceable provision that is a reasonable substitute for the Severed Clause in view of the intent of this Assignment.
- 6. Counterparts. This Assignment may be executed in counterparts, each of which counterparts, when so executed and delivered, will be deemed to be an original, and all of which counterparts, taken together, will constitute one and the same instrument even if both Parties have not executed the same counterpart. Signatures provided by facsimile or electronic transmission will be deemed to be original signatures.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their authorized representatives to be effective as of the Effective Date.

<u>ASSIGT</u>	<u>YOR</u>
INFIRS'	THEALTHEARE, LTD.
Ву:	
Name:	MARTERS E SCHESUE
Title:	CEO & DINECTOR
<u>ASSIGN</u>	<u>IEE</u>
MCNEII	CONSUMER PHARMACEUTICALS CO.
By: <del>-</del>	theout
Name:	Rutch Darlowles JR

## Exhibit A Assigned Trademark

Trademark	Class	Serial Number	Reg. Number	Reg. Date
FASTER THAN HEARTBURN	005	87090664	5259023	August 8, 2017

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**RECORDED: 03/05/2018**