

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509541

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		06/22/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Kramer Consumer Healthcare, Inc.		
Street Address:	400 University Drive		
Internal Address:	Suite 400		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33134		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1278609	NIZORAL	
Registration Number:	2347521	NIZORAL A-D	
Registration Number:	2392138		
CORRESPONDENCE DATA			
Fax Number:	6172359492		
<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:	2125969167		
Email:	Gary.Lee@ropesgray.com		
Correspondent Name:	Gary Lee		
Address Line 1:	Ropes & Gray LLP, 1211 Ave of Americas		
Address Line 2:	39th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	104426-0026		
NAME OF SUBMITTER:	Gary Lee		
SIGNATURE:	/Gary Lee/		
DATE SIGNED:	02/11/2019		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** is made the 22nd day of June 2018 (the "Effective Date"), by Johnson & Johnson, a New Jersey corporation with its place of business at One Johnson & Johnson Plaza, New Brunswick, New Jersey, United States 08933 (collectively "Assignor") and Kramer Consumer Healthcare, Inc., a Delaware corporation with its place of business at 400 University Drive, Suite 400, Coral Gables, Florida, U.S.A. (hereinafter referred to as "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as May 30, 2018 (the "Asset Purchase Agreement"), by and between Seller and Assignee (as successor by assignment to Kramer Laboratories, Inc., a Florida corporation), Assignee agreed to purchase, Assignor's right, title and interest in, to and under the Transferred Trademarks set forth on Exhibit A attached hereto (the "Trademarks");

WHEREAS, each capitalized term used but not defined herein shall have the meaning assigned to it in the Asset Purchase Agreement; and

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

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith and symbolized thereby, all of Assignor's rights and actions for past or future infringement of the Trademarks against any third party in the applicable jurisdiction, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in any applicable jurisdiction.

Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Trademarks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of this assignment document with the appropriate governmental authorities.

To the extent that any provision in this Trademark Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

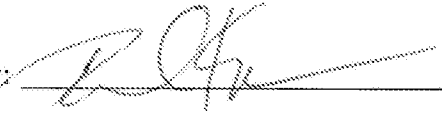
This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same Agreement. If any signature is delivered by facsimile transmission or by email in portable document format

(“PDF”), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

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IN WITNESS WHEREOF, the parties have caused their respective duly authorized officers or representatives to execute this Trademark Assignment as of the Effective Date.

KRAMER CONSUMER HEALTHCARE, INC.

By:  _____

Name: Richard Kornhauser

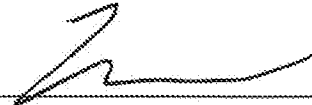
Title: President & Chief Executive Officer

[SIGNATURE PAGE TO OWL – TRADEMARK ASSIGNMENT AGREEMENT (NA LATAM)]

TRADEMARK
REEL: 006556 FRAME: 0968

ASSIGNOR

JOHNSON & JOHNSON

By:  _____

Name: Thomas J. Spellman III

Title: Corporate Secretary

[SIGNATURE PAGE TO OWL – TRADEMARK ASSIGNMENT AGREEMENT (NA LATAM)]

Exhibit A
Trademarks

Trademark name	Country	Filing type	Company	Filing number	First registration number	Class	Language
NIZORAL	ARGENTINA	National filing	J&J ONE J&J PLAZA - USA	2025982	2058701	05	ROMAN
NIZORAL	BOLIVIA	National filing	J&J ONE J&J PLAZA - USA		38390	05	ROMAN
NIZORAL	CANADA	National filing	J&J ONE J&J PLAZA - USA	466552	TMA290815	05	ROMAN
NIZORAL	ECUADOR	National filing	J&J ONE J&J PLAZA - USA	3520	1264-80	05	ROMAN
NIZORAL	GUYANA	National filing	J&J ONE J&J PLAZA - USA	**	11142A	05	
NIZORAL	ST. MAARTEN	National filing	J&J ONE J&J PLAZA - USA	4535	7472	05	ROMAN
NIZORAL	SURINAME	National filing	J&J ONE J&J PLAZA - USA		10322	05	
NIZORAL	UNITED STATES OF AMERICA	National filing	J&J ONE J&J PLAZA - USA	73/388680	1278609	05	ROMAN
NIZORAL	VENEZUELA	National filing	J&J ONE J&J PLAZA - USA	1208/1983	F118433	05	ROMAN
NIZORAL A-D LOGO	UNITED STATES OF AMERICA	National filing	J&J ONE J&J PLAZA - USA	75/369915	2347521	05	ROMAN
NIZORAL TEARDROP DESIGN	UNITED STATES OF AMERICA	National filing	J&J ONE J&J PLAZA - USA	75/570518	2392138	03, 05	
TRIATOP	BAHAMAS	National filing	J&J ONE J&J PLAZA - USA	12257	12257	03	ROMAN
TRIATOP	BARBADOS	National filing	J&J ONE J&J PLAZA - USA	81/845	81/845	05	ROMAN
TRIATOP	BERMUDA	National filing	J&J ONE J&J PLAZA - USA	10799	10799	05	ROMAN
TRIATOP	CURACAO	National filing	J&J ONE J&J PLAZA - USA	3859	03593	05	ROMAN
TRIATOP	DOMINICAN REPUBLIC	National filing	J&J ONE J&J PLAZA - USA	1/72229	72229	05	ROMAN
TRIATOP	JAMAICA	National filing	J&J ONE J&J PLAZA - USA	4153	22243	05	ROMAN
TRIATOP	ST. MAARTEN	National filing	J&J ONE J&J PLAZA - USA	3859	3086	05	ROMAN
TRIATOP	TRINIDAD AND	National	J&J ONE J&J	16611	16611	03	ROMAN

	TOBAGO	filing	PLAZA - USA				
TERZOLIN	TRINIDAD AND TOBAGO	National filing	J&J ONE J&J PLAZA - USA	31062	31062	05	ROMAN
FUNGAREST	CHILE	National filing	J&J ONE J&J PLAZA - USA	261007	987637	05	ROMAN