

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GlaxoSmithKline Consumer Healthcare Holdings (No. 2) Limited		11/30/2020	Limited Corporation: ENGLAND
GlaxoSmithKline Consumer Healthcare Holdings (US) LLC		11/30/2020	Limited Liability Company: DELAWARE
GlaxoSmithKline Consumer Healthcare ULC		11/30/2020	Unlimited Liability Company incorporated: CANADA
PF Consumer Healthcare 1 LLC		11/30/2020	Limited Liability Company: DELAWARE
PF Consumer Healthcare Canada ULC		11/30/2020	Unlimited Liability Company incorporated: CANADA
RECEIVING PARTY DATA			
Name:	Bridges Consumer Healthcare LLC		
Street Address:	1100 Market Street, Suite 600		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90221087	TARGETTEMP INSULATION TECHNOLOGY	
Serial Number:	87710133	THERMACARE HYDRAHEAT	
Serial Number:	88201214	THERMAMOVE	
Serial Number:	88511376	WEAR IT WHERE IT HURTS	
Registration Number:	2198991	THERMACARE	
Registration Number:	5498371		
CORRESPONDENCE DATA			
Fax Number:	4237858480		
<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:	4237566600		

CH \$165.00 90221087

Email: patty.liner@millermartin.com
Correspondent Name: Miller & Martin PLLC
Address Line 1: 832 Georgia Avenue
Address Line 2: Suite 1200 Volunteer Building
Address Line 4: Chattanooga, TENNESSEE 37402-2289

ATTORNEY DOCKET NUMBER: 31889-0006

NAME OF SUBMITTER: Patricia P. Liner

SIGNATURE: /Patricia P. Liner/

DATE SIGNED: 05/11/2021

Total Attachments: 14

source=PF Consumer GSK Assignment#page1.tif
source=PF Consumer GSK Assignment#page2.tif
source=PF Consumer GSK Assignment#page3.tif
source=PF Consumer GSK Assignment#page4.tif
source=PF Consumer GSK Assignment#page5.tif
source=PF Consumer GSK Assignment#page6.tif
source=PF Consumer GSK Assignment#page7.tif
source=PF Consumer GSK Assignment#page8.tif
source=PF Consumer GSK Assignment#page9.tif
source=PF Consumer GSK Assignment#page10.tif
source=PF Consumer GSK Assignment#page11.tif
source=PF Consumer GSK Assignment#page12.tif
source=PF Consumer GSK Assignment#page13.tif
source=PF Consumer GSK Assignment#page14.tif

BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of November 30, 2020 (the “**Effective Date**”), is by and among GlaxoSmithKline Consumer Healthcare Holdings (No.2) Limited (“**GCHH**”), GlaxoSmithKline Consumer Healthcare Holdings (US) LLC (“**GCHH US**”), GlaxoSmithKline Consumer Healthcare ULC (“**GCH ULC**”), PF Consumer Healthcare 1 LLC (“**PFCH1**”) and PF Consumer Healthcare Canada ULC (together with GCHH, GCHH US, GCH ULC and PFCH1, the “**Assignors**”) and Bridges Consumer Healthcare LLC, a Delaware limited liability company (“**Assignee**”). Assignors and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**” Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement between Assignors and Assignee, dated as of September 25, 2020 (the “**Purchase Agreement**”).

WITNESSETH:

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignors have agreed to sell to Assignee, and Assignee has agreed to purchase, the Transferred Intellectual Property, including the Patents set forth on Schedule A (the “**Assigned Patents**”), the Trademarks (other than domain names) set forth on Schedule B (the “**Assigned Trademarks**”) and the domain names set forth on Schedule C (the “**Assigned Domain Names**”) and, together with the Assigned Patents and Assigned Trademarks, the “**Assigned IP**”); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignors desire to assign to Assignee, and Assignee desires to acquire from Assignors, all of Assignors’ right, title and interest in and to the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignors hereby irrevocably assign, convey, deliver and transfer to Assignee, its successors, and assigns forever and exclusively all of Assignors’ worldwide right, title and interest in and to (i) the Assigned IP, together with all goodwill associated therewith and symbolized by the Assigned IP, in each case to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or in equity) with respect thereto, (ii) all rights to sue for damages, injunctive relief or any other remedy, claim and recover for past, present and future infringement, misappropriation, unfair

competition, dilution or other violation of the Assigned IP, or otherwise recover therefore, (iii) any and all of Assignors' rights, privileges and priorities provided under Applicable Law with respect to the Assigned IP, including, without limitation, Assignors' common law rights and rights under any relevant laws each to the extent permitted under Applicable Law, (iv) all registrations that may be granted in the foregoing, and (v) all extensions and renewals of the foregoing.

2. Notwithstanding anything in this Assignment to the contrary, Assignee acknowledges and agrees that the only representations and warranties given by Assignors with respect to the Assigned IP are set forth in the Purchase Agreement.

3. Each term, provision, covenant and restriction of this Agreement is severable. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

4. Assignors hereby authorize the Commissioners or other officials or administrators of the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in applicable foreign jurisdictions, to record and register this Assignment upon request. Assignors agree to sign all necessary papers and do all lawful acts reasonably required to give effect to and record the assignment to Assignee under this Assignment in a timely manner and perfect the above-described transfers of rights and to secure transfer of the registrations of the Assigned IP before the registrars of same as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Assigned IP, and Assignors hereby agree to follow Assignee's reasonable instructions in order to effectuate the transfer of the Assigned IP, in each case, at the sole cost and expense of Assignee or its successors and assigns.

5. This Assignment is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns. No waiver, modification or amendment of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or amendment is sought to be enforced.

6. This Assignment, all questions concerning the construction, interpretation and validity of this Assignment, the rights and obligations of the Parties, all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment, and the negotiation, execution or performance of this Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, including its statutes of limitations, without giving effect to any choice or conflict of law provision or rule (whether in New York or any other jurisdiction) that would cause the application of the laws of

any jurisdiction other than New York and without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. In furtherance of the foregoing, the laws of the State of New York will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply.

7. 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.

[The remainder of this page has been intentionally left blank; Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

BRIDGES CONSUMER HEALTHCARE
LLC

By: Robert Long

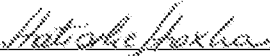
Name: Robert Long
Title: President

[Signature Page to Business Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007288 FRAME: 0111

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

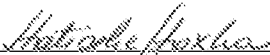
PF CONSUMER HEALTHCARE
1 LLC

By: 
Name: Hatixhe Hoxha
Title: Assistant Secretary

GLAXOSMITHKLINE
CONSUMER HEALTHCARE
HOLDINGS (NO.2) LIMITED

By: _____
Name:
Title:

GLAXOSMITHKLINE
CONSUMER HEALTHCARE
HOLDINGS (US) LLC

By: 
Name: Hatixhe Hoxha
Title: Assistant Secretary

GLAXOSMITHKLINE
CONSUMER HEALTHCARE
ULC

By: _____
Name:
Title:

PF CONSUMER HEALTHCARE
CANADA ULC

By: _____
Name:
Title:

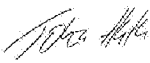
[Signature Page to Business Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

PF CONSUMER HEALTHCARE
1 LLC

By: _____
Name:
Title:

GLAXOSMITHKLINE
CONSUMER HEALTHCARE
HOLDINGS (NO.2) LIMITED

By:  _____
Name: Tobias Hestler
Title: Director

GLAXOSMITHKLINE
CONSUMER HEALTHCARE
HOLDINGS (US) LLC

By: _____
Name:
Title:

GLAXOSMITHKLINE
CONSUMER HEALTHCARE
ULC

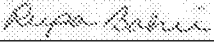
By: _____
Name:
Title:

PF CONSUMER HEALTHCARE
CANADA ULC

By: _____
Name:
Title:


[Signature Page to Business Intellectual Property Assignment Agreement]

GLAXOSMITHKLINE CONSUMER
HEALTHCARE ULC

By: 
Name: Rupa Bahri
Title: General Manager

[Signature Page to Business Intellectual Property Assignment Agreement]

PF CONSUMER HEALTHCARE
CANADA ULC

By: 
Name: Rupa Bahri
Title: General Manager

[Signature Page to Business Intellectual Property Assignment Agreement]

Schedule A**Assigned Patents**

Country	Application Number	Application Date	Patent Number	Grant Date	Publication Number	Publication Date	Title
United States - (US)	10/396645	3/25/2003	6921574	7/26/2005			Hydrogel Adhesives For Use On Hair Or Fiber-populated Surfaces
United States - (US)	29/272634	2/12/2007	D574503	8/5/2008			Therapeutic Heating Pad
United States - (US)	29/272631	2/12/2007	D577442	9/23/2008			Therapeutic Heating Pad
United States - (US)	12/465333	5/13/2009	8409154	4/2/2013			Method Of Delivering A Skin Benefit
Canada - (CA)	2568974	5/24/2005	2568974	5/10/2011			Self-steaming Compositions, Articles Comprising Such Compositions And Methods Of Preparing Such Compositions
United States - (US)	11/070764	3/2/2005	7856948	12/28/2010			Self-steaming Compositions, Articles Comprising Such Compositions And Methods Of Preparing Such Compositions
Canada - (CA)	2720868	5/13/2009	2720868	8/6/2013			Portable Moist Heat System
United States - (US)	12/454129	5/13/2009	8430921	4/30/2013			Portable Moist Heat System
United States - (US)	13/791324	3/8/2013	9566186	2/14/2017			Portable Moist Heat System

Canada - (CA)	2662625	9/7/2007	2662625	5/20/2014			Thermal Covering
United States - (US)	11/899654	9/7/2007	8002721	8/23/2011			Thermal Covering
United States - (US)	29/234901	7/25/2005	D571015	6/10/2008			Body Wrap
United States - (US)	29/305616	3/25/2008	D572367	7/1/2008			Body Wrap
United States - (US)	29/305618	3/25/2008	D572825	7/8/2008			Body Wrap
Canada - (CA)	2681483	3/20/2008	2681483	9/22/2015			THERMAL DEVICE
United States - (US)	29/273557	3/8/2007	D577124	9/16/2008			Hand And Wrist Wrap
United States - (US)	29/272633	2/12/2007	D572829	7/8/2008			Therapeutic Device
Canada - (CA)	2381812	9/6/2000	2381812	9/20/2005			Disposable Thermal Body Wrap
United States - (US)	09/397338	9/15/1999	6336935	1/8/2002			Disposable Thermal Body Wrap
Canada - (CA)	2620815	9/22/2006	2620815	12/20/2011			Heat Cells Comprising Exothermic Compositions Having Absorbent Gelling Material
United States - (US)	11/233916	9/23/2005	7878187	2/1/2011			Heat Cells Comprising Exothermic Compositions Having Absorbent Gelling Material
United States - (US)	29/273555	3/8/2007	D585141	1/20/2009			Therapeutic Device
Canada - (CA)	143249	11/16/2011	143249	1/18/2013			Durable Heat Pack Holder
United States - (US)	29/393562	6/7/2011	D695902	12/17/2013			Durable Heat Pack Holder

Canada - (CA)	143250	11/16/2011	143250	1/18/2013			Heat Pack Insert
United States - (US)	29/393563	6/7/2011	D679823	4/9/2013			Heat Pack Insert
Canada - (CA)	2866009	2/12/2013	2866009	1/3/2017			Cold Therapy Device
United States - (US)	15/002115	1/20/2016			US20160135986	5/19/2016	Cold Therapy Device
United States - (US)	16/541706	8/15/2019			US20200038236	2/6/2020	Cold Therapy Device
Canada - (CA)	159925	12/3/2014	159925	7/13/2015			Adhesive Heat Patch
United States - (US)	29/492857	6/3/2014	D762869	8/2/2016			Adhesive Heat Patch
Canada - (CA)	171870	12/1/2016	171870	7/26/2017			Adhesive Flex Patch
United States - (US)	29/566881	6/3/2016	D786447	5/9/2017			Adhesive Flex Patch
Canada - (CA)	180402	3/16/2018	180402	1/21/2019			Therapeutic Wrap
United States - (US)	29/636390	2/8/2018	D869670	12/10/2019			Therapeutic Wrap
Canada - (CA)	180397	3/16/2018	180397	1/21/2019			Therapeutic Wrap
United States - (US)	29/636392	2/8/2018	D868982	12/3/2019			Therapeutic Wrap
Canada - (CA)	180398	3/16/2018	180398	1/21/2019			Therapeutic Wrap
United States - (US)	29/636397	2/8/2018	D868983	12/3/2019			Therapeutic Wrap
Canada - (CA)	180399	3/16/2018	180399	1/21/2019			Therapeutic Wrap
United States - (US)	29/636405	2/8/2018	D865198	10/29/2019			Therapeutic Wrap
Canada - (CA)	180400	3/16/2018	180400	1/21/2019			Therapeutic Wrap
United States - (US)	29/636425	2/8/2018	D869671	12/10/2019			Therapeutic Wrap
Canada - (CA)	180401	3/16/2018	180401	1/21/2019			Therapeutic Wrap

United States - (US)	29/636428	2/8/2018	D865199	10/29/2019			Therapeutic Wrap
----------------------	-----------	----------	---------	------------	--	--	------------------

Assigned Trademarks

Mark Name	Country	Owner	Filed Date	Application Number	Registration Number	Registration Date
TARGETTEMP	Canada	PF Consumer Healthcare Canada ULC	08 Nov 2018	1929439		
THERMACARE	Canada	PF Consumer Healthcare 1 LLC	15 Apr 1997	842345	TMA648075	14 Sep 2005
THERMAKINETICS	Canada	PF Consumer Healthcare 1 LLC	25 Feb 1999	1006785	TMA653759	28 Nov 2005
TARGETTEMP INSULATION TECHNOLOGY	United States of America	PF Consumer Healthcare 1 LLC	29 Sep 2020	90221087		
THERMACARE	United States of America	PF Consumer Healthcare 1 LLC	27 Jan 1997	75/232041	2198991	20 Oct 1998
THERMACARE arrow device	United States of America	PF Consumer Healthcare 1 LLC	03 May 2016	87022883	5498371	19 Jun 2018
THERMACARE HYDRAHEAT	United States of America	PF Consumer Healthcare 1 LLC	06 Dec 2017	87710133		
THERMAMOVE	United States of America	PF Consumer Healthcare 1 LLC	20 Nov 2018	88201214		
WEAR IT WHERE IT HURTS	United States of America	PF Consumer Healthcare 1 LLC	12 Jul 2019	88511376		
THERMACARE	Virgin Islands (U.S.)	PF Consumer Healthcare 1 LLC	24 Jun 2009	7667	US 2198991	29 Jun 2009

Assigned Domain Names

1. www.thermacare.com
2. www.thermacare.us
3. www.thermacare.ca