

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754938

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		10/28/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BSN Medical Inc.		
Street Address:	5825 Carnegie Blvd		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1769930	COACH	
Registration Number:	1848159	COACH	
Registration Number:	0621538	COACH	
Registration Number:	5223277	COACH	
Registration Number:	3254542	ELASTIKON	
Registration Number:	0916385	SPEED PACK	
Registration Number:	4956707	TRUSTED TO THE CORE	
Registration Number:	0049280	ZONAS	
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:	5132412324		
Email:	sowens@whe-law.com		
Correspondent Name:	Sean Owens		
Address Line 1:	600 Vine Street		
Address Line 2:	Suite 2800		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	ESSTM-1		
NAME OF SUBMITTER:	Sean K. Owens		

OP \$215.00 1769930

SIGNATURE:	/Sean K. Owens/
DATE SIGNED:	09/13/2022
Total Attachments: 10 source=Trademark Assignment (Execution Version)#page1.tif source=Trademark Assignment (Execution Version)#page2.tif source=Trademark Assignment (Execution Version)#page3.tif source=Trademark Assignment (Execution Version)#page4.tif source=Trademark Assignment (Execution Version)#page5.tif source=Trademark Assignment (Execution Version)#page6.tif source=Trademark Assignment (Execution Version)#page7.tif source=Trademark Assignment (Execution Version)#page8.tif source=Trademark Assignment (Execution Version)#page9.tif source=Trademark Assignment (Execution Version)#page10.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of the 28th day of October, 2021 ("Effective Date"), is made from (i) JOHNSON & JOHNSON ("J&J"), a New Jersey corporation, (ii) JANSSEN PHARMACEUTICA NV ("Janssen"), a company formed under the laws of Belgium, and (iii) CILAG HOLDING AG ("Cilag"), a company organized under the laws of Morocco, (J&J, Janssen and Cilag, each, an "Assignor" and collectively, the "Assignors"), to BSN MEDICAL INC., a Delaware corporation ("Assignee").

WHEREAS, pursuant to, and upon the terms and conditions of, the Asset Purchase Agreement dated October 28, 2021 (the "Asset Purchase Agreement"), by and between Johnson & Johnson Consumer Inc., a New Jersey corporation ("Seller") and Assignee, Seller has agreed to, and to cause its Affiliates (as defined in the Asset Purchase Agreement) to, sell, convey, assign and transfer to Assignee, and Assignee has agreed to, or to cause its Affiliates (as defined in the Asset Purchase Agreement) to, purchase, acquire and accept certain rights related to the Business (as defined in the Asset Purchase Agreement), including the trademarks identified on Exhibit A attached hereto (the "Marks");

WHEREAS, the Assignors, Affiliates of Seller, are the sole and exclusive owner of the Marks, and

WHEREAS, each Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from each Assignor, the Marks, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the Asset Purchase Agreement

2. Assignment. Each Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee effective as of the Effective Date, and Assignee hereby accepts, all of such applicable Assignor's right, title and interest in and to the Marks, including any common law, statutory and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Marks, and all the registration applications and registrations therefor, and all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Marks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks.

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

Each Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Marks. From time to time after the date hereof but not later than twelve (12) months from the date hereof, and for no further consideration, each Assignor shall, and shall cause its Affiliates to, at Assignee's request, execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other commercially reasonable actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Marks. Within twelve (12) months of the date hereof, the parties hereto shall cooperate for no further consideration with one other and execute and deliver to the other such other instruments and documents and take such other commercially reasonable actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Assignment.

Each Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

3. Successors and Assigns. This Assignment and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of Assignee, its respective successors and permitted assigns, but this Assignment shall not be assignable by Assignee without the express written consent of the Assignors, which shall not be unreasonably withheld. For the avoidance of doubt, any Assignor may, without Assignee's consent or without any of the other Assignors' consent, assign its rights to, or have its obligations discharged by, an Affiliate.

4. Counterparts. This 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 Assignment. 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.

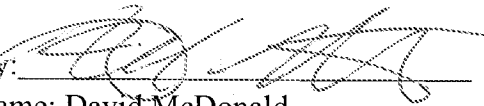
5. Governing Law. This Agreement shall be governed by New York law, and shall be subject to the provisions of Section 10.09 (Mediation) and Section 10.10 (Arbitration) of the Asset Purchase Agreement.

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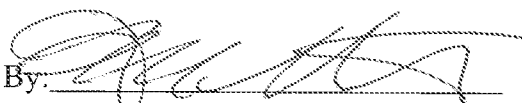
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed in its name by a duly authorized representative as of the date first above written.

ASSIGNORS:


JOHNSON & JOHNSON

By: 
Name: David McDonald
Title: Assistant Secretary

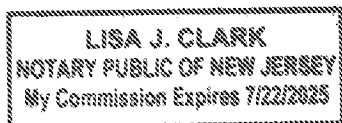
JANSSEN PHARMACEUTICA NV

By: 
Name: David McDonald
Title: Authorized Signatory

CILAG HOLDING AG

By: 
Name: David McDonald
Title: Authorized Signatory





[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007851 FRAME: 0239

Exhibit A – Marks

Transferred Trademarks

<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Filing No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Owner</u>
SPEED PACK	Algeria	13 Jan 1983	474652	13 Jan 1983	474652	JANSSEN PHARMACEUTICA NV
ZONAS	Algeria	07 Oct 1974	410825	07 Oct 1974	410825	JANSSEN PHARMACEUTICA NV
ZONAS	Algeria	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV
COACH	Aruba	24 Jun 2020	IM200624.1 9	24 Jun 2020	35922	JOHNSON & JOHNSON
ELASTIKON	Australia	11 Dec 1937	**	11 Dec 1937	71579	JOHNSON & JOHNSON
ZONAS	Austria	02 Apr 1973	396916	02 Apr 1973	396916	JANSSEN PHARMACEUTICA NV
ZONAS	Austria	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV
COACH	Bahamas					JOHNSON & JOHNSON
COACH	Bahamas					JOHNSON & JOHNSON
ZONAS	Bahamas	28 Dec 1982	10805	28 Dec 1982	10805	JOHNSON & JOHNSON
ZONAS	Bangladesh	01 May 1943	C-69	01 May 1943	C-69	JOHNSON & JOHNSON
COACH	Barbados	19 Oct 2020	81/39226			JOHNSON & JOHNSON
COACH	Belize	15 Sep 2020	16478.19			JOHNSON & JOHNSON
SPEED PACK	Benelux	20 Aug 1982	652093	20 Aug 1982	382866	JANSSEN PHARMACEUTICA NV
COACH	Bermuda	25 Jun 2020	58637			JOHNSON & JOHNSON
ZONAS	Canada	22 Jul 1932	158159	30 Sep 1932	TMDA5536 2	JOHNSON & JOHNSON

<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Filing No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Owner</u>
COACH	Cayman Islands	25 Jun 2020	T0001624	25 Jun 2020	T0001624	JOHNSON & JOHNSON
ELASTIKON	China	22 May 1997	970049127	21 Jun 1998	1184555	JOHNSON & JOHNSON
ZONAS	Croatia	19 Apr 1993	396916	19 Apr 1993	396916	JANSSEN PHARMACEUTICA NV
COACH	Curacao	10 Jul 2020	D-2020177	20 Jul 2020	19582	JOHNSON & JOHNSON
ZONAS	Czechia	02 Apr 1973	396916	02 Apr 1973	396916	JANSSEN PHARMACEUTICA NV
COACH	Dominica	11 Sep 2020	108/2020			JOHNSON & JOHNSON
ELASTIKON	Egypt	15 Feb 1962	252613	15 Feb 1962	252613	CILAG HOLDING AG
COACH	Finland	26 Oct 1987	T198704469	20 Dec 1989	105978	JOHNSON & JOHNSON
SPEED PACK	France	13 Jan 1983	474652	13 Jan 1983	474652	JANSSEN PHARMACEUTICA NV
ZONAS	France	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV
ELASTIKON	Germany	15 Feb 1962	252613	15 Feb 1962	252613	CILAG HOLDING AG
ZONAS	Germany	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV
ZONAS	Greece	18 Feb 1957	21954	17 Oct 1957	21954	JOHNSON & JOHNSON
COACH	Guyana	22 Sep 2020	030625			JOHNSON & JOHNSON
COACH	Haiti	19 Jun 2020	10/723-P	19 Jun 2020	292/228	JOHNSON & JOHNSON
ZONAS	Hong Kong	23 Jan 1959	63	23 Jan 1959	19590389	JOHNSON & JOHNSON
ZONAS	Hungary	07 Oct 1974	410825	07 Oct 1974	410825	JANSSEN PHARMACEUTICA NV
ZONAS	Hungary	02 Apr 1973	396916	02 Apr 1973	396916	JANSSEN PHARMACEUTICA NV
ELASTIKON	Indonesia	01 Mar 1983	176878	29 Oct 1983	557080	JOHNSON & JOHNSON
ELASTIKON	Italy	15 Feb 1962	252613	15 Feb 1962	252613	CILAG HOLDING AG
SPEED PACK	Italy	13 Jan 1983	474652	13 Jan 1983	474652	JANSSEN PHARMACEUTICA NV

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ZONAS	Italy	02 Apr 1973	396916	02 Apr 1973	396916	JANSSEN PHARMACEUTICA NV
COACH	Jamaica	25 Jun 2020	080737			JOHNSON & JOHNSON
ELASTIKON	Jamaica	06 Oct 1975	5/2544	06 Oct 1982	17187	JOHNSON & JOHNSON
ZONAS	Jamaica	01 Jan 1980	3129	01 Jan 1980	20140	JOHNSON & JOHNSON
COACH	Japan	29 Nov 1985	SHO 58-062002	29 Nov 1995	1819878	JOHNSON & JOHNSON
COACH	Japan	18 Aug 2015	2015-78884	04 Mar 2016	5831076	JOHNSON & JOHNSON
ELASTIKON	Japan	02 Dec 1976	SHO51-081226	28 Jan 1983	1562003	JOHNSON & JOHNSON
ELASTIKON	Japan	02 Dec 1976	SHO51-081227	28 Jan 1983	1562004	JOHNSON & JOHNSON
ZONAS	Japan	24 Jan 1959	SHO 34-001709	10 Dec 1959	545610	JOHNSON & JOHNSON
ZONAS	Japan	25 Aug 1976	SHO51-057155	28 Jan 1983	1562001	JOHNSON & JOHNSON
ZONAS	Japan	25 Aug 1976	SHO51-057154	28 Jan 1983	1562000	JOHNSON & JOHNSON
ZONAS	Liechtenstein	02 Apr 1973	396916	02 Apr 1973	396916	JANSSEN PHARMACEUTICA NV
ZONAS	Liechtenstein	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV
COACH	Mexico	08 Nov 2018	2127735	11 Apr 2019	1989930	JOHNSON & JOHNSON
ELASTIKON	Mexico	08 Nov 2018	2127732	12 Feb 2019	1969327	JOHNSON & JOHNSON
ELASTIKON	Mexico	08 Nov 2018	2127729	12 Feb 2019	1969326	JOHNSON & JOHNSON
ZONAS	Mexico	08 Nov 2018	2127739			JOHNSON & JOHNSON

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ZONAS	Mexico	08 Nov 2018	2127740	12 Feb 2019	1969328	JOHNSON & JOHNSON
SPEED PACK	Monaco	13 Jan 1983	474652	13 Jan 1983	474652	JANSSEN PHARMACEUTICA NV
ZONAS	Monaco	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV
ZONAS	Monaco	07 Oct 1974	410825	07 Oct 1974	410825	JANSSEN PHARMACEUTICA NV
ZONAS	Montenegro	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV
ZONAS	Montenegro	16 Oct 2007	396916	16 Oct 2007	396916	JANSSEN PHARMACEUTICA NV
SPEED PACK	Morocco	13 Jan 1983	474652	13 Jan 1983	474652	JANSSEN PHARMACEUTICA NV
ZONAS	Morocco	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV
ZONAS	Romania	07 Oct 1974	410825	07 Oct 1974	410825	JANSSEN PHARMACEUTICA NV
ZONAS	Romania	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV
ZONAS	Russian Federation	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV
COACH	Saint Kitts And Nevis					JOHNSON & JOHNSON
COACH	Saint Lucia	23 Jun 2020	TM/2020/00 0128	08 Dec 2020	TM/2020/00 0128	JOHNSON & JOHNSON
COACH	Saint Vincent & the Grenadines	19 Jun 2020	86/2020	19 Jun 2020	86/2020	JOHNSON & JOHNSON
ELASTIKON	San Marino	15 Feb 1962	252613	15 Feb 1962	252613	CILAG HOLDING AG
SPEED PACK	San Marino	13 Jan 1983	474652	13 Jan 1983	474652	JANSSEN PHARMACEUTICA NV
ZONAS	San Marino	02 Apr 1973	396916	02 Apr 1973	396916	JANSSEN PHARMACEUTICA NV
ZONAS	Serbia (ex-Serbia & Montenegro)	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV

<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Filing No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Owner</u>
ZONAS	Serbia (ex-Serbia & Montenegro)	02 Apr 1973	396916	02 Apr 1973	396916	JANSSEN PHARMACEUTICA NV
ELASTIKON	Singapore	19 Feb 1997	T9701961Z	19 Feb 1997	T9701961Z	JOHNSON & JOHNSON
COACH	Sint Maarten	10 Jul 2020	16206	10 Jul 2020	16206	JOHNSON & JOHNSON
ZONAS	Slovakia	19 Apr 1993	396916	19 Apr 1993	396916	JANSSEN PHARMACEUTICA NV
ZONAS	Slovenia	19 Apr 1993	396916	19 Apr 1993	396916	JANSSEN PHARMACEUTICA NV
ELASTIKON	South Korea / Republic of Korea	12 Aug 1981	1981-0007181	09 Aug 1982	83263	JOHNSON & JOHNSON
ZONAS	South Korea / Republic of Korea	27 Jan 1999	1999-0002254	28 Dec 1999	0461938	JOHNSON & JOHNSON
ZONAS	Spain	02 Apr 1973	396916	02 Apr 1973	396916	JANSSEN PHARMACEUTICA NV
ZONAS	Spain	07 Oct 1974	410825	07 Oct 1974	410825	JANSSEN PHARMACEUTICA NV
COACH	Suriname	27 Jul 2020	29159	27 Jul 2020	29159	JOHNSON & JOHNSON
COACH	Sweden	18 Apr 1975		18 Apr 1975	151161	JOHNSON & JOHNSON
ZONAS	Sweden	08 Nov 1955	**	08 Nov 1957	83702	JOHNSON & JOHNSON
ELASTIKON	Switzerland	25 Mar 1993	03659/1993	10 Jan 1994	407997	JOHNSON & JOHNSON
ZONAS	Switzerland	07 Oct 1974	410825	07 Oct 1974	410825	JANSSEN PHARMACEUTICA NV
ZONAS	Switzerland	02 Jul 1953	03422/1973	02 Jul 1953	267344	JOHNSON & JOHNSON
COACH	Trinidad And Tobago	30 Jun 2020	56902			JOHNSON & JOHNSON
ELASTIKON	Trinidad And Tobago	01 Dec 1982	13790	17 Nov 1987	13790	JOHNSON & JOHNSON

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ZONAS	Tunisia	06 Feb 1981	458442	06 Feb 1981	EE010237	JANSSEN PHARMACEUTICA NV
COACH	Turks & Caicos Islands	21 Oct 2020	20313	21 Oct 2020	20313	JOHNSON & JOHNSON
COACH	USA	01 May 1992	74/278353	11 May 1993	1769930	JOHNSON & JOHNSON
COACH	USA	29 May 1992	74/279878	02 Aug 1994	1848159	JOHNSON & JOHNSON
COACH	USA	01 May 1955	71/686832	21 Feb 1956	621538	JOHNSON & JOHNSON
COACH (STYLIZED)	USA	30 Nov 2016	87/252160	13 Jun 2017	5223277	JOHNSON & JOHNSON
COACH B&W BACKCARD	USA	18 Apr 2016	87/004609	04 Jul 2017	5234934	JOHNSON & JOHNSON
COACH RED STRIPE BACKCARD	USA	18 Apr 2016	87/004645	04 Jul 2017	5234936	JOHNSON & JOHNSON
COACH TURQUOISE STRIPE BACKCARD	USA	18 Apr 2016	87/004618	04 Jul 2017	5234935	JOHNSON & JOHNSON
ELASTIKON	USA	04 Dec 2006	76/669870	26 Jun 2007	3254542	JOHNSON & JOHNSON
SPEED PACK	USA	01 Nov 1970	72/375980	13 Jul 1971	916385	JOHNSON & JOHNSON
TRUSTED TO THE CORE	USA	25 Sep 2014	86/405929	10 May 2016	4956707	JOHNSON & JOHNSON
ZONAS	USA	01 Oct 1905	71/013994	30 Jan 1906	0049280	JOHNSON & JOHNSON
ELASTIKON	Vietnam	15 Feb 1962	252613	15 Feb 1962	252613	CILAG HOLDING AG
ZONAS	Vietnam	06 Feb 1981	458442	06 Feb 1981	458442	JANSSEN PHARMACEUTICA NV

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COACH	Virgin Islands (British)	07 Aug 2020	8382			JOHNSON & JOHNSON

TRADEMARK

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RECORDED: 09/13/2022