

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                  |                |
|------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|

|                       |                                              |
|-----------------------|----------------------------------------------|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|-----------------------|----------------------------------------------|

CONVEYING PARTY DATA

| Name          | Formerly | Execution Date | Entity Type  |
|---------------|----------|----------------|--------------|
| Blistex, Inc. |          | 05/20/1999     | CORPORATION: |

RECEIVING PARTY DATA

|                 |                 |
|-----------------|-----------------|
| Name:           | Medibrands Ltd. |
| Street Address: | P.O.B. 231      |
| City:           | Yokneam Elit    |
| State/Country:  | ISRAEL          |
| Postal Code:    | 20692           |
| Entity Type:    | CORPORATION:    |

PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1508894 | DYPROTEX  |

CORRESPONDENCE DATA

Fax Number: (978)268-9715  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-876-1400  
 Email: david.rozenblat@evanlawgroup.com  
 Correspondent Name: David Rozenblat  
 Address Line 1: 600 West Jackson Boulevard  
 Address Line 2: Suite 625  
 Address Line 4: Chicago, ILLINOIS 60661

|                         |                 |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | MED01-002-US-TM |
|-------------------------|-----------------|

DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:

OP \$40.00 1508894

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

David Rozenblat

Signature:

/david rozenblat/

Date:

12/28/2007

**Total Attachments: 9**

source=Dyprotex US TM Agreement#page1.tif

source=Dyprotex US TM Agreement#page2.tif

source=Dyprotex US TM Agreement#page3.tif

source=Dyprotex US TM Agreement#page4.tif

source=Dyprotex US TM Agreement#page5.tif

source=Dyprotex US TM Agreement#page6.tif

source=Dyprotex US TM Agreement#page7.tif

source=Dyprotex US TM Agreement#page8.tif

source=Dyprotex US TM Agreement#page9.tif

AGREEMENT FOR THE ACQUISITION BY MEDIBRANDS LTD.  
OF THE TRADEMARK AND REGISTRATION RIGHTS HELD BY  
BLISTEX INC. IN THE MARK DYPROTEX

THIS AGREEMENT effective on 20 MAY 1999 is entered into between the following parties: Blistex Inc., a corporation organized and existing under the laws of the State of Illinois, having its principal place of business at 1800 Swift Drive, Oak Brook, Illinois 60523-1501, United States of America, (hereinafter referred to as "SELLER"), and Medibrands Ltd., a corporation organized and existing under the laws of Israel, having its principal place of business at P.O.B. 231, Yokneam Elit, Israel 20692, (hereinafter referred to as "PURCHASER");

WHEREAS, SELLER owns trademark rights and holds, or has secured trademark registrations in a number of countries or jurisdictions for the mark DYPROTEX (hereinafter, at times, referred to as the "MARK"), as well as the identified patents relating to the DYPROTEX brand product identified herein and the know-how associated with the production of said product.

WHEREAS, PURCHASER is desirous of acquiring all right, title, interest and the registrations, owned or held by SELLER in the MARK, together with the goodwill of the business symbolized by the said MARK for every Country or jurisdiction where any right, title, interest or registrations exist, or may be assertable by SELLER, as well as the identified patents relating to the DYPROTEX brand product identified herein;

WHEREAS, SELLER under the terms of this Agreement is willing to assign to PURCHASER all of SELLER's worldwide right, title and interest in the MARK, together with the goodwill symbolized by the said MARK, and each and every registration wherever in the world the registrations are owned or are held by the SELLER for said MARK.

*AR*  
*Des*

WHEREAS, SELLER agrees to assign the rights to certain identified patents held by SELLER pertaining to the DYPROTEX brand product, as well as the know-how associated with production of the product;

NOW, THEREFORE, in consideration of the foregoing, the parties do hereby AGREE as follows:

1. The PURCHASER will pay a 5% royalty on the net sales of goods to the next channel intermediary under the DYPROTEX MARK for a period of eight (8) years from the date of such first sale under this Agreement. "Net sales" will be calculated as invoiced sales less wholesale commissions (if paid separately) and less returns to the PURCHASER. Any DYPROTEX brand goods sold or transferred to PURCHASER or its distributors by SELLER will be excluded from this royalty requirement. The royalty is to be paid in U.S. dollars based on the current rate of exchange on the last day of each calendar quarter during the royalty period. Any withholding taxes will be deducted by PURCHASER and substantiated via paid receipts to SELLER. The royalty, and detail of unit and value sales by item by country, will be due sixty (60) days following each calendar quarter. All taxes (if any) on or with respect to the royalty payments paid and received from the PURCHASER shall be paid by the SELLER.

2. SELLER agrees to assign, or to procure the assignment to PURCHASER of all right, title and interest in the mark DYPROTEX, together with the goodwill of the business symbolized by said MARK, and each registration held by SELLER or any corporation which the SELLER controls or has the right to control, throughout the world wherever any rights, title or interest and/or registrations are owned or held, or where such rights may be assertable by SELLER, including the right to assert any prior infringements of said MARK, as well as to assign the identified patents relating to the DYPROTEX brand product identified herein. Exhibit A was prepared based upon the records of the SELLER to show the current status of the registrations held by the SELLER in the mark DYPROTEX and the patents relating to the



DYPROTEX brand product. Any and all additional rights, title-or interest and registrations held by the SELLER in the mark DYPROTEX wherever in the world said rights or registrations may exist, are herein also assigned to PURCHASER. It is understood that the SELLER and/or its subsidiaries have not by any voluntary act previously transferred or assigned rights or registrations to any person or entity who is not under the control of SELLER and who would not also be bound by this Agreement. It is understood that Exhibit A is based upon the available records of SELLER, but that the SELLER will not be held responsible for errors or omissions or any defects or deficiencies in any rights or registrations and it is understood that such assignments will be construed as quit claims assignments, without any warranties of any rights by registration or otherwise and without any warranties except as may be expressly set forth in this Agreement.

3. SELLER and PURCHASER agree to implement the transition plan and other business arrangements set forth by Exhibit B. It is agreed that one of the business plans that may be further elaborated upon by Exhibit B is that to maintain the reputation of the parties to this Agreement, a quality control restriction will be effective until January 1, 2001 so that the quality of the products sold under the MARK is maintained in accordance with the representative samples of the products provided to PURCHASER, which reflects the character and quality of products currently sold by SELLER under the MARK. SELLER may request from PURCHASER samples of said products to insure compliance with this quality control provision. Should PURCHASER alter or modify said products prior to January 1, 2001, then in advance of the offering for sale or actual sale of said products, PURCHASER will provide to SELLER samples of said altered or modified products, together with the disclosure of the alterations or modifications for said products. No altered or modified products will be offered for sale or sold without the written approval of SELLER prior to January 1, 2001 and this quality control provision will terminate on January 1, 2001.



4. SELLER will reasonably assist PURCHASER in all acts necessary in order to maintain and transfer all intellectual property rights assigned to PURCHASER under this Agreement. The preparation of the trademark and patent Assignments and transfer documents from the SELLER to the PURCHASER will be the responsibility of the PURCHASER. PURCHASER will be responsible for any governmental fees, transfer taxes, or foreign associate's fees relating to the preparation and recordation of assignments or to effectuate the transfer of rights from the SELLER to the PURCHASER. SELLER will reasonably cooperate in providing information for the completion of any such documents.

5. This Agreement shall inure to the benefit of and be binding upon the parties, and their respective successors or assigns. All necessary corporate approvals or authorizations, if any are required, have been obtained for entering into this Agreement and for properly being able to comply with the terms of this Agreement.

6. PURCHASER shall indemnify and save SELLER harmless from all suits, claims, damages and expenses arising out of or in any way related to products manufactured, sold or distributed by PURCHASER in connection with the MARK. However, for any products manufactured by SELLER, the SELLER shall indemnify and save PURCHASER harmless from all suits, claims, damages and expenses arising out of or in any way related to defects in manufacture of such products.

7. SELLER will upon notice have the right to inspect all records of PURCHASER for the products contemplated to be sold by this Agreement under the DYPROTEX mark to confirm PURCHASER's compliance with this Agreement, which inspection may also include reviewing PURCHASER's books and/or records pertaining to the products at issue.

8. The SELLER will, if requested, receive a royalty free license under any patents transferred under Schedule A of this Agreement, said license to be limited to the right to pursue a claim or file a lawsuit for patent infringement. The PURCHASER will notify the SELLER in

advance if PURCHASER decides to not maintain or procure the patents identified upon Schedule A. The SELLER will then have the option to have the patent or patents transferred to SELLER from PURCHASER and the SELLER will then have the option of the further maintenance or procurement of said patents at SELLER's expense. Should any said patents be transferred to SELLER, then SELLER will provide a royalty free license to PURCHASER under any such patents returned to SELLER under Schedule A, said license to be limited to the right to pursue a claim or file a lawsuit for patent infringement.

9. All notices, requests, demands and other communications required or permitted to be given hereunder (except for routine communications as contemplated by Paragraph Nos. 3 and 4 of this Agreement or other Paragraphs of this Agreement) shall be in writing and shall be by hand-delivery, certified or registered mail, return receipt requested; telecopier, or overnight courier to the parties set forth below. Such notices shall be deemed given at the time personally delivered, if delivered by hand or by courier; at the time received if sent by certified or registered mail; and when sent if teletypes:

If to  
Seller: David C. Arch, Chairman and Chief Executive Officer  
Blistex Inc.  
1800 Swift Drive  
Oak Brook, Illinois 60523  
UNITED STATES OF AMERICA  
Telecopier: (630) 571-4334

Copy to: Burton S. Ehrlich  
Brezina & Ehrlich  
Dearborn Station Tower  
47 West Polk Street, Suite 333  
Chicago, IL 60605-2092  
UNITED STATES OF AMERICA  
Telecopier: (312) 408-0044

If to  
Purchaser: Stello Robinson, President  
Medibrands Ltd.  
P. O. B. 231  
Yokneam Elit  
ISRAEL 20692  
Telecopier: 972-9-951-2794

Copy to: Adv. Dan Hacoen  
 Goodard, Ephrat, Hacoen Law Office  
 111 Arlozorov Street  
 Tel Aviv 62 098 Israel  
 Telecopier: 972-3-696-6791

10. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

11. This Agreement may be executed in two or more counter parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Illinois, United States of America, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. It is agreed that any disputes will be resolved solely by the applicable U.S. Federal or State Courts located within the State of Illinois.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto and will be effective on the day and year first above written.

SELLER:

PURCHASER:

BLISTEX INC.

MEDIBRANDS LTD.

By: David C Arch

By: Stello Robinson

Name: DAVID C ARCH

Name: STELLO ROBINSON

Title: CHAIRMAN

Title: GENERAL MANAGER

Date: 20 MAY 1999

Date: 4 June 1999



ATTACHMENT A

DYPROTEX® TRADEMARK REGISTRATIONS AND PATENTS

As of April 7, 1999

I. TRADEMARKS

| Registration # | Country                  | Class | Original Date | Expires  |
|----------------|--------------------------|-------|---------------|----------|
| 1,508,894      | United States            | 5     | 10/18/88      | 10/18/08 |
| A518312        | Australia                | 5     | 09/01/89      | 09/01/06 |
| 130,243        | Austria                  | 5     | 03/27/90      | 03/31/00 |
| 466,748        | Benelux                  | 5     | 08/17/89      | 08/17/99 |
| 367,636        | Canada                   |       | 04/13/90      | 04/13/05 |
| 1,396,162      | England (United Kingdom) | 5     | 08/25/89      | 08/25/06 |
| 113,754        | Finland                  | 5     | 09/05/91      | 09/05/01 |
| 1,650,931      | France                   | 5     | 03/19/91      | 03/19/01 |
| 194/1990       | Iceland                  | 5     | 03/01/90      | 03/01/00 |
| 141536         | Ireland                  | 5     | 11/21/89      | 11/21/06 |
| 74386          | Israel                   | 5     | 08/24/89      | 08/24/10 |
| 0559346        | Italy                    | 5     | 08/28/89      | 08/28/99 |
| 2409204        | Japan                    | 1     | 04/30/92      | 04/30/02 |
| 133,274        | Norway                   | 5     | 02/28/91      | 02/28/01 |
| 051,571        | Panama                   | 5     | 08/06/90      | 08/06/00 |
| 259419         | South Korea              | 11    | 03/15/93      | 03/15/03 |
| 258,664        | Sweden                   | 5     | 06/10/94      | 06/10/04 |
| 376,040        | Switzerland              | 5     | 09/19/89      | 09/19/09 |

II. PATENTS

| Patent #  | Country       | Description               | Origination Date | Expiry Date |
|-----------|---------------|---------------------------|------------------|-------------|
| 4,893,956 | United States | Packaging for Medicaments | 01/16/90         | 01/16/07    |
| Pending   | Japan         | Packaging for Medicaments |                  |             |

*Handwritten signature/initials*

## EXHIBIT B

TRANSITION PLAN FOR DYPROTEX TRANSFER FROM BLISTEX INC. TO  
MEDIBRANDS LTD.

1. Medibrands Ltd. agrees to purchase, on consignment, all remaining finished stock of Dyprotex in Blistex Inc.'s warehouse as of the transfer date at a selling price to the next channel intermediary. Sales for the month will be reported and paid by Medibrands, or its distributor, by the close of the following month.
2. Blistex Inc. and Medibrands Ltd. agree to announce the transfer of Dyprotex to trade customers at the transfer date. Blistex Inc. will use the draft letter shown in Exhibit B-1. Medibrands Ltd. agrees to provide Blistex Inc. with an introductory letter outlining how to contact Medibrand's new U.S. representative to be released to the trade in conjunction with Blistex Inc.'s transfer announcement. It is assumed that Medibrands Ltd. will be very proactive with the Trade soon after the notifications are mailed out to ensure that the Trade knows their intentions to maintain the viability of the product, where to send orders and other logistical issues. This will not be the responsibility of the Blistex Salespeople.
3. Product returns of unbroken cases from retailers will be handled by whichever company sold that merchandise under the consignment arrangement outlined in point #2.
4. Medibrands Ltd. agrees to honor all pre-existing trade spending commitments made by Blistex Inc. for Dyprotex that are effective subsequent to the transfer date. The applicable trade spending commitments are listed in Exhibit B-2 of this letter agreement.
5. In accordance with the quality control restriction listed in paragraph 3 of the Acquisition Agreement, Medibrands Ltd. agrees to send Blistex Inc. two (2) each Dyprotex 6-ct. boxes for every manufacturing batch until January 1, 2001. Before making any alterations or modifications in the formula or packaging of Dyprotex, Medibrands Ltd. agrees to provide at least 30 days lead time to review modifications of packaging and 90 days leading time for reviewing formulation changes prior to issuing written approval or disapproval.

Signed by:



David C. Arch  
Chairman  
BLISTEX INC.

20 MAY 1999  
Date



Stello Robinson  
Chairman  
MEDIBRANDS LTD.

4 June, 1999  
Date

TRANSITION PLAN FOR DYPROTEX TRANSFER FROM BLISTEX INC. TO  
MEDIBRANDS LTD.

EXHIBIT B-1

TRADE ANNOUNCEMENT BY BLISTEX INC.

To Our Valued Trade Customers,

This is to announce that Blistex Inc. will be transferring the Dyprotex business to Medibrands Ltd. effective the transfer date.

Dyprotex has been a quality Diaper Rash Ointment for many years and we anticipate a smooth transition of this business to Medibrands Ltd. with no disruption in service.

If you have any questions regarding this transfer, please contact your Blistex Representative.

Thanks for your continued support.

Richard Ricca  
Vice-President of Sales

