

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
Johnson & Johnson		10/29/2009	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Blacksmith Brands, Inc.
Street Address:	520 White Plains Road
Internal Address:	Suite 500
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3133893	JUST WHAT THEY NEED
Registration Number:	3175025	GENTLE VAPORS
Registration Number:	1293844	NASALCROM
Registration Number:	2341492	NASALCROM
Registration Number:	2511675	NASALCROM
Registration Number:	3612911	
Registration Number:	3603031	
Registration Number:	3612912	
Registration Number:	2911609	PEDIA CARE
Registration Number:	1445906	PEDIA CARE
Registration Number:	3235057	PEDIACARE
Registration Number:	2994365	PEDIA CARE. RECOMMENDED BY PEDIATRICIANS. TRUSTED BY MOMS.

CH \$565.00 3133893

Registration Number:	1599161	LUDEN'S
Registration Number:	1811404	LUDEN'S GREAT TASTING WILD CHERRY THROAT DROPS
Registration Number:	2890089	TRUSTED LUDEN'S CARE EVERYONE NEEDS A LITTLE TLC
Registration Number:	3555227	CONFIDENT CLEAN OF EFFERDENT
Registration Number:	0728959	EFFERDENT
Registration Number:	1952935	EFFERDENT E
Registration Number:	1922788	EFFERDENT PLUS
Registration Number:	1964230	EFFERDENT PLUS E
Registration Number:	1964228	EFFERDENT PLUS
Registration Number:	0945934	EFFER-GRIP

CORRESPONDENCE DATA

Fax Number: (202)778-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2026625299
Email: trademarks@cov.com
Correspondent Name: Kathleen Gallagher-Duff
Address Line 1: 1201 Pennsylvania Avenue, N.W.
Address Line 2: Covington & Burling LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	701613.00051
NAME OF SUBMITTER:	Kathleen Gallagher-Duff
Signature:	/Kathleen Gallagher-Duff/
Date:	10/29/2009

Total Attachments: 6
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ASSIGNMENT OF TRANSFERRED TRADEMARK RIGHTS AND TRANSFERRED DOMAIN NAMES

This ASSIGNMENT OF TRANSFERRED TRADEMARK RIGHTS AND TRANSFERRED DOMAIN NAMES (this "Assignment"), is entered into and made effective as of October 29, 2009 ("Effective Date"), by and between Johnson & Johnson, a New Jersey corporation (hereinafter, "Assignor"), and Blacksmith Brands, Inc., a Delaware corporation (hereinafter, "Assignee"). Assignor and Assignee are referred to herein collectively as the "Parties" and each of them individually as a "Party."

WHEREAS, McNEIL PPC, Inc., a New Jersey corporation, and Assignee have entered into an Asset Purchase Agreement dated as of September 15, 2009 (the "Asset Purchase Agreement");

WHEREAS, in accordance with the Asset Purchase Agreement and Section 2.1(iii) thereof, Assignor, a Divesting Entity, desires to sell, convey, assign and transfer to Assignee, and Assignee desires to purchase, acquire and accept all of Assignor's rights, titles and interests in, to, and under the Transferred Trademark Rights and Transferred Domain Names (as such terms are defined in the Asset Purchase Agreement) and any goodwill of the Business associated with and symbolized by the Transferred Trademark Rights;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

All capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to such terms in the Asset Purchase Agreement.

Assignor hereby irrevocably, without reservation, sells, conveys, assigns and transfers to Assignee (and to Assignee's successors and assigns), and Assignee hereby purchases, acquires and accepts all of Assignor's rights, titles and interests in, to and under the Transferred Trademark Rights, including the Transferred Trademark Rights set forth on Schedule A attached hereto, and to the Transferred Domain Names, including the Transferred Domain Names set forth on Schedule B attached hereto, together with all benefits, privileges, causes of action, and remedies arising out of or relating to the Transferred Trademark Rights and Transferred Domain Names or the exploitation thereof, including, without limitation, the right to apply for and maintain any applications, registrations or renewals therefor, all rights to bring an action, whether at law or in equity, for infringement, dilution, or other violation of the Transferred Trademark Rights and Transferred Domain Names, against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, or other violation of the Transferred Trademark Rights or Transferred Domain Names, and any goodwill of the Business associated with and symbolized by the Transferred Trademark Rights.

Assignor agrees to execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in the Assignee and/or its designees the Transferred Trademark Rights and the Transferred Domain Names in accordance with and subject to the limits of the Asset Purchase Agreement and Section 7.7 thereof.

This Assignment shall be effective as of the Effective Date.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same assignment, it being understood that the parties hereto need not sign the same counterpart.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles or rules of such state, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

JOHNSON & JOHNSON:

Place:

By: 
Title: ASSISTANT SECRETARY

BLACKSMITH BRANDS, INC.:

Place:

By: _____
Title: _____

[Signature Page to Assignment of Transferred Trademark Rights
and Transferred Domain Names]

TRADEMARK
REEL: 004087 FRAME: 0682

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JOHNSON & JOHNSON:

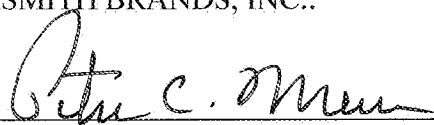
Place:

By: _____

Title: _____

BLACKSMITH BRANDS, INC.:

Place:

By: 

Title: _____

[Signature Page to Assignment of Transferred Trademark Rights
and Transferred Domain Names]

TRADEMARKS

TRADEMARK IDENTIFICATION	ASSIGNOR
Trademark: JUST WHAT THEY NEED Country: UNITED STATES OF AMERICA Reg No: 3133893	Johnson & Johnson
Trademark: GENTLE VAPORS Country: UNITED STATES OF AMERICA Reg No: 3175025	Johnson & Johnson
Trademark: NASALCROM Country: UNITED STATES OF AMERICA Reg No: 1293844	Johnson & Johnson
Trademark: NASALCROM Country: UNITED STATES OF AMERICA Reg No: 2341492	Johnson & Johnson
Trademark: NASALCROM Country: UNITED STATES OF AMERICA Reg No: 2511675	Johnson & Johnson
Trademark: DESIGN OF A CHILD SLEEPING AT NIGHT (FOR PEDIA CARE) Country: UNITED STATES OF AMERICA Reg No: 3612911	Johnson & Johnson
Trademark: DESIGN OF A MOTHER AND CHILD (FOR PEDIA CARE) Country: UNITED STATES OF AMERICA Reg No:3603031	Johnson & Johnson
Trademark: DESIGN OF A MOTHER AND INFANT (FOR PEDIA CARE) Country: UNITED STATES OF AMERICA Reg No: 3612912	Johnson & Johnson
Trademark: PEDIA CARE Country: UNITED STATES OF AMERICA Reg No: 2911609	Johnson & Johnson
Trademark: PEDIA CARE Country: UNITED STATES OF AMERICA Reg No: 1445906	Johnson & Johnson
Trademark: PEDIA CARE Country: UNITED STATES OF AMERICA Reg No: 3235057	Johnson & Johnson
Trademark: PEDIACARE. RECOMMENDED BY PEDIATRICIANS. TRUSTED BY MOMS. Country: UNITED STATES OF AMERICA Reg No: 2994365	Johnson & Johnson
Trademark: LUDEN'S	Johnson & Johnson

TRADEMARK IDENTIFICATION	ASSIGNOR
Country: UNITED STATES OF AMERICA Reg No: 1599161	
Trademark: LUDEN'S GREAT TASTING WILD CHERRY THROAT DROPS AND DESIGN Country: UNITED STATES OF AMERICA Reg No: 1811404	Johnson & Johnson
Trademark: TRUSTED LU DEN'S CARE EVERYONE NEEDS A LITTLE TLC Country: UNITED STATES OF AMERICA Reg No: 2890089	Johnson & Johnson
Trademark: CONFIDENT CLEAN OF EFFERDENT Country: UNITED STATES OF AMERICA Reg No: 3555227	Johnson & Johnson
Trademark: EFFERDENT Country: CANADA Reg No: TMA147538	Johnson & Johnson
Trademark: EFFERDENT Country: CANADA Reg No: TMA196588	Johnson & Johnson
Trademark: EFFERDENT Country: PUERTO RICO Reg No: 19315	Johnson & Johnson
Trademark: EFFERDENT Country: UNITED STATES Reg No: 0728959	Johnson & Johnson
Trademark: EFFERDENT E AND DESIGN Country: UNITED STATES Reg No: 1952935	Johnson & Johnson
Trademark: EFFERDENT PLUS Country: UNITED STATES Reg No: 1922788	Johnson & Johnson
Trademark: EFFERDENT PLUS & DESIGN Country: UNITED STATES Reg No: 1964230	Johnson & Johnson
Trademark: EFFERDENT PLUS & DESIGN Country: UNITED STATES Reg No: 1964228	Johnson & Johnson
Trademark: EFFER-GRIP Country: UNITED STATES Reg No: 0945934	Johnson & Johnson

DOMAIN NAMES

Domain Name	Assignor	Registration Date	Expiration/Renewal Date
ludens.com	Johnson & Johnson	3/8/1999	3/08/2010
pediacare.biz	Johnson & Johnson	4/22/2008	4/22/2010
pediacare.com	Johnson & Johnson	10/10/1996	10/9/2010
pediacare.info	Johnson & Johnson	11/7/2008	11/7/2010
pediacare.net	Johnson & Johnson	4/4/2000	4/4/2010
pediacare.org	Johnson & Johnson	4/4/2000	4/18/2010
pediacare.us	Johnson & Johnson	4/19/2002	4/18/2011
nasalcrom.info	Johnson & Johnson	11/7/2008	11/7/2010
nasalcrom.biz	Johnson & Johnson	11/19/2001	11/18/2010
nasalcrom.com	Johnson & Johnson	4/7/2000	4/4/2010
nasalcrom.net	Johnson & Johnson	4/4/2000	4/4/2010
nasalcrom.org	Johnson & Johnson	4/4/2000	4/23/2010
nasalcrom.us	Johnson & Johnson	4/24/2002	4/23/2010
efferdent.com	Johnson & Johnson	5/27/1998	5/26/2010
effergrip.com	Johnson & Johnson	3/6/2003	3/6/2010