

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		01/04/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Blacksmith Brands, Inc.		
Street Address:	200 White Plains Road		
Internal Address:	Suite 275		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77626351	TRUSTED LUDEN'S CARE	
Serial Number:	77638656	THE BEST WAY TO STOP SUFFERING IS NEVER TO START	
CORRESPONDENCE DATA			
Fax Number:	(202)778-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$65.00 77626351

Signature:	/Kathleen Gallagher-Duff/
Date:	01/05/2010
Total Attachments: 4 source=Blacksmith Brands TM Transfer (Executed)#page1.tif source=Blacksmith Brands TM Transfer (Executed)#page2.tif source=Blacksmith Brands TM Transfer (Executed)#page3.tif source=Blacksmith Brands TM Transfer (Executed)#page4.tif	

ASSIGNMENT OF TRANSFERRED TRADEMARK RIGHTS

This ASSIGNMENT OF TRANSFERRED TRADEMARK RIGHTS (this "Assignment"), is 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 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 set forth on Schedule A attached hereto ("Schedule A Transferred Trademark Rights") and any goodwill of the Business associated with and symbolized by the Schedule A 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 Schedule A Transferred Trademark Rights, together with all benefits, privileges, causes of action, and remedies arising out of or relating to the Schedule A Transferred Trademark Rights 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 Schedule A Transferred Trademark Rights, 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 Schedule A Transferred Trademark Rights, and any goodwill of the Business associated with and symbolized by the Schedule A 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 Schedule A Transferred Trademark Rights in accordance with and subject to the limits of the Asset Purchase Agreement and Section 7.7 thereof.

Assignee is a successor to that portion of Assignor's business to which the Schedule A Transferred Trademark Rights belong, which portion of such business is ongoing and existing.

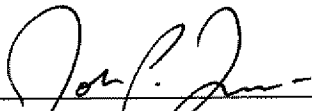
This Assignment shall be effective as of the Effective Date.

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: New Brunswick, NJ

By: 
Title: Assistant Secretary
Date: 1/4/2010

BLACKSMITH BRANDS, INC.:

Place:

By: _____
Title: _____
Date: _____

Assignee is a successor to that portion of Assignor's business to which the Schedule A Transferred Trademark Rights belong, which portion of such business is ongoing and existing.

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: _____

Date: _____

BLACKSMITH BRANDS, INC.:

Place:

By:  _____

Title: *Chief Financial Officer* _____

Date: *4/5/10* _____

TRADEMARK

REEL: 004124 FRAME: 0788

TRADEMARKS

TRADEMARK IDENTIFICATION	ASSIGNOR
Trademark: TRUSTED LUDEN'S CARE Country: UNITED STATES OF AMERICA Serial No.: 77/626351	Johnson & Johnson
Trademark: THE BEST WAY TO STOP SUFFERING IS NEVER TO START Country: UNITED STATES OF AMERICA Serial No: 77/638656	Johnson & Johnson