

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
Medtech Products Inc.		10/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	C.B. Fleet Company, Inc.		
Street Address:	4615 Murray Place		
City:	Lynchburg		
State/Country:	VIRGINIA		
Postal Code:	24502		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0722166	PHAZYME	
Registration Number:	2867909	PHAZYME	
Registration Number:	2855210	PHAZYME	
Registration Number:	2448278	SERIOUS MEDICINE FOR SERIOUS GAS	
Serial Number:	85331998	FASTGELS	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804-788-7365		
Email:	HWRITM@hunton.com		
Correspondent Name:	Elizabeth L. Brooks - Hunton & Williams		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-7074		

ATTORNEY DOCKET NUMBER:	39904.28
NAME OF SUBMITTER:	Elizabeth L. Brooks
Signature:	/Elizabeth L. Brooks/
Date:	11/14/2012
Total Attachments: 5 source=Executed IP Assignment - C B Fleet#page1.tif source=Executed IP Assignment - C B Fleet#page2.tif source=Executed IP Assignment - C B Fleet#page3.tif source=Executed IP Assignment - C B Fleet#page4.tif source=Executed IP Assignment - C B Fleet#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment"), is made effective as of this 31st day of October, 2012, from Medtech Products Inc., a Delaware corporation ("Assignor"), to C.B. Fleet Company, Inc., a Virginia corporation ("Assignee").

WHEREAS, simultaneously with the execution and delivery of this IP Assignment, Assignor and Assignee are entering into that certain Asset Purchase Agreement dated as of the date hereof ("Asset Purchase Agreement"); and

WHEREAS, Assignor is the owner of certain patents, copyrights, trademarks, trade names, service marks, service names, designs, know-how, processes, trade secrets, inventions, and other proprietary data and goodwill associated with any of the foregoing, and applications and registrations for the foregoing, including all renewals of same, that (a) are listed on Exhibit A attached hereto, or (b) even if not so listed, are owned by Assignor and relate exclusively to the business of advertising, promoting, marketing, distributing and selling certain products under the "Phazyme" brand (collectively, the "Intellectual Property"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee, Assignor's entire right, title and interest in and to the Intellectual Property; and

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to all patents, copyrights, trademarks, trade names, service marks, service names, designs, know-how, processes, trade secrets, inventions, and other proprietary data together with Assignor's goodwill associated with any of the foregoing, and all applications and registrations for the foregoing, including all renewals of same, that (a) are listed on Exhibit A attached hereto, or (b) even if not so listed, are owned by Assignor and relate exclusively to the business of advertising, promoting, marketing, distributing and selling certain products under the "Phazyme" brand as of the date first written above, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said right, title and interest would have been held and enjoyed by Assignor had this assignment not been made.

2. Recordation. Assignor authorizes the Commissioner for Patents of the United States Patent and Trademark Office, the Commissioner for Trademarks of the United States Patent and Trademark Office and the Register of Copyrights and any other empowered governmental official in the United States and/or in relevant jurisdictions outside the United States to record and/or register this IP Assignment.

3. Further Assurances. From time to time, as and when requested by either party hereto, the other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

6. Modification and Waiver. None of the provisions of this IP Assignment may be waived, changed or altered except in a writing executed by each of the parties hereto.

7. Governing Law. This IP Assignment shall be construed in accordance with and governed by the laws of the State of Delaware without regard to conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee, by their respective proper officers duly authorized, have executed this Intellectual Property Assignment as of the date first above written.

MEDTECH PRODUCTS INC.

By: 

Name: Matthew M. Mannella

Title: President & CEO

ACKNOWLEDGEMENT

State of New York

County of Westchester

On October 31, 2012, before me, Richard D. Weiss, Notary Public, personally appeared Matthew M. Mannella, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.



Signature of Notary Public

[SEAL]

RICHARD D. WEISS
Notary Public, State of New York
No. 60-4519534
Qualified in Westchester County
Commission Expires 5/31/2015

[Signature Page to IP Assignment]

C.B. FLEET COMPANY, INC.

By: [Signature]
Name: STEVEN P RUBE
Title: CHIEF BUS DEVELOPMENT OFFICER

ACKNOWLEDGEMENT

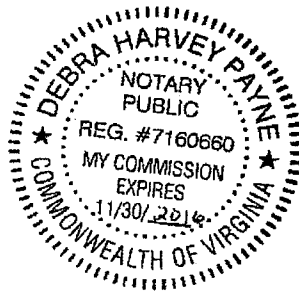
State of Virginia
City of Richmond
County of Richmond

On October 30, 2012, before me, Debra Harvey Payne, Notary Public, personally appeared Steven P. Rube, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

Debra Harvey Payne

Signature of Notary Public

[SEAL]





[Signature Page to IP Assignment]

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

Intellectual Property Rights Registered in the United States and Canada

Phazyme					
<i>Country</i>	<i>Class</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
USA	05	72116259	3/22/1961	0722166	10/3/1961
Canada	05	262448	4/19/1961	TMA127030	6/29/1962
Phazyme design 					
<i>Country</i>	<i>Class</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
USA	05	78192497	12/9/2002	2867909	7/27/2004
Phazyme Packaging 					
<i>Country</i>	<i>Class</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
USA	05	78192505	12/9/2002	2855210	6/15/2004
Serious Medicine for Serious Gas					
<i>Country</i>	<i>Class</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
USA	05	75686093	4/19/1999	2448278	5/1/2001

Applications for Registration of Intellectual Property Rights in the United States and Canada

Fastgels				
<i>Country</i>	<i>Class</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Status</i>
USA	05	85331998	5/27/2011	Statement of Use due 12/20/2012