

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHATTEM, INC.		03/16/2020	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	KRAMER CONSUMER HEALTHCARE, INC.		
Street Address:	440 US Highway 22		
Internal Address:	Suite 210		
City:	Bridgewater		
State/Country:	NEW JERSEY		
Postal Code:	08807		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0340742	KAOPECTATE	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	36385.30		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	04/17/2020		
Total Attachments: 5			
source=Chattem, Inc. to Kramer Consumer Healthcare, Inc. (US TM Assignment)#page1.tif			
source=Chattem, Inc. to Kramer Consumer Healthcare, Inc. (US TM Assignment)#page2.tif			
source=Chattem, Inc. to Kramer Consumer Healthcare, Inc. (US TM Assignment)#page3.tif			

CH \$40.00 0340742

source=Chattem, Inc. to Kramer Consumer Healthcare, Inc. (US TM Assignment)#page4.tif

source=Chattem, Inc. to Kramer Consumer Healthcare, Inc. (US TM Assignment)#page5.tif

US TRADEMARK ASSIGNMENT

THIS US TRADEMARK ASSIGNMENT (this "Assignment") is made to be effective as of March 16, 2020, by and between Chattem, Inc., a Tennessee corporation ("Assignor"), on the one hand, and Kramer Consumer Healthcare, Inc., a Delaware corporation ("Assignee"), on the other hand. Capitalized terms used herein and not defined shall have the meaning assigned to them in the APA (as defined below).

WITNESSETH:

WHEREAS, Assignor and/or its Affiliates are engaged or have been engaged either directly or through third parties in the business of developing, manufacturing, marketing, and selling products known as the Kaopectate® product line in the Territory through the use of the trademarks and trade names associated with such products that are owned by Assignor and/or its Affiliates;

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of March 6, 2020 (the "APA"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to purchase and assume, certain assets and liabilities relating to the Product Line; and

WHEREAS, in connection with the APA, Assignor has agreed to transfer, convey, and assign all of Assignor's rights, title, and interest in and to the trademarks and trade names and all applications and registrations of the foregoing set forth on Exhibit A, attached hereto, together with the goodwill associated therewith (the "Product Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged:

Assignor, on its own behalf and on behalf of its Affiliates, does hereby irrevocably assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in and to the Product Trademarks, including the related common-law rights and all goodwill associated therewith, free and clear of all Liens other than Permitted Encumbrances.

Assignor, on its own behalf and on behalf of its Affiliates, authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Product Trademarks and to issue any trademarks which may be granted on any applications included in the Product Trademarks to Assignee as assignee of the entire right, title and interest therein and thereto.

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

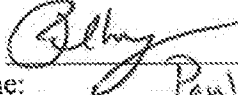
This Assignment and any non-contractual obligations arising out of or in connection with this Assignment shall be governed by, and interpreted in accordance with, the laws of the State of New York, without regard to rules pertaining to conflicts of law.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

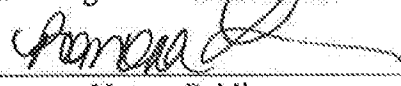
ASSIGNOR:

CHATTEM, INC.

By: 
Name: Paul Darno
Title: Head of Business, CHC NA

State of TN)
) SS:
County of Hamilton)

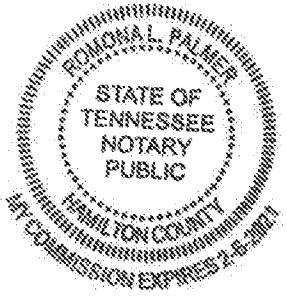
On this 12th day of March, before me personally came Paul Darno, to me known who, being duly sworn, did depose and say that he resides in the State of PA; and that he signed his name hereto.



Notary Public

My Commission Expires: 2/6/2021

[SEAL]



ASSIGNEE:

KRAMER CONSUMER HEALTHCARE, INC.

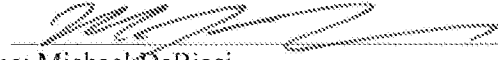

By: 
Name: Michael DeBiasi
Title: President and Chief Executive Officer

Exhibit A
to Trademark Assignment

Product Trademarks

Country	Mark Name	Image (for display)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Goods and Services	Legal Owner	Registered Owner
United States	KAOPLECTATE (Stylized)		71/379,981	6/19/1936	340742	11/17/1936	11/17/2026	Medicinal preparation to be used in the treatment of intestinal dysfunction	CHATTEM, INC.	CHATTEM, INC.