

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830559

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chattem, Inc.		06/30/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Procter and Gamble Company		
<b>Street Address:</b>	1 Procter and Gamble Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3092967	ROLAIDS	
<b>Registration Number:</b>	4507280	ROLAIDS	
<b>Registration Number:</b>	1779450	ROLAIDS SPELLS RELIEF	
<b>Registration Number:</b>	0591597	ROLAIDS	
<b>Registration Number:</b>	4543545	R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	5139831100		
<b>Email:</b>	pgtrademarks.im@pg.com		
<b>Correspondent Name:</b>	Emily M. Judge		
<b>Address Line 1:</b>	1 Procter and Gamble Plaza		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	OH2007012578		
<b>NAME OF SUBMITTER:</b>	Kia Brown		
<b>SIGNATURE:</b>	/Kia Brown/		
<b>DATE SIGNED:</b>	08/09/2023		
<b>Total Attachments: 5</b>			

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made to be effective as of June 30, 2023, by and between Chattem, Inc., a Tennessee corporation (“**Assignor**”), on the one hand, and The Procter & Gamble Company, an Ohio corporation (“**Assignee**”), on the other hand. Capitalized terms used herein and not defined shall have the meaning assigned to them in the Purchase Agreement (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 Rolaid® product lines 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 and Sale Agreement dated as of June 30, 2023 (the “**Purchase Agreement**”), 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, under the terms of the Purchase Agreement, 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”) to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged:

Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in and to: (i) the Product Trademarks and all issuances, extensions, and renewals thereof, together with all of the goodwill associated therewith and the related common law rights; (ii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to the Product Trademarks; and (iii) any and all claims and causes of action with respect to the Product Trademarks, including all rights to and claims for damages and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor authorizes the Assignee to request the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and the officials of corresponding entities or agencies in any applicable jurisdictions 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. Without limiting the provisions contained within Section 6.4 of the Purchase Agreement,

upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall provide such cooperation and assistance to Purchasers as may be reasonably necessary to effect, evidence, or perfect the assignment of the Product Trademarks to Assignee.

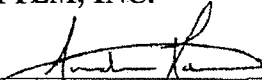
All the provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor and its successors and assigns.

[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.

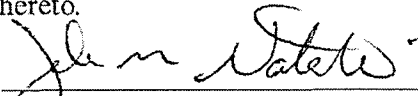
**ASSIGNOR:**

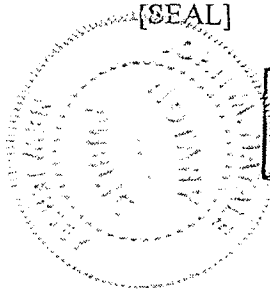
**CHATTEM, INC.**

By:   
Name: Andrew Loucks \_\_\_\_\_  
Title: President

State of New Jersey )  
County of Somerset ) SS:

On this 22 day of June, 2023, before me personally came Andrew Loucks, to me known who, being duly sworn, did depose and say that he resides in the State of New Jersey; and that he signed his name hereto.

  
Notary Public  
My Commission Expires: 7/12/2024

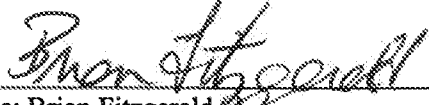


[SEAL]

**JOHN M. NATALE**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission # 50108602  
My Commission Expires 7/12/2024

ASSIGNEE:

THE PROCTER & GAMBLE COMPANY

By:   
Name: Brian Fitzgerald  
Title: Senior Vice President



*Signature Page to Trademark Assignment*

TRADEMARK  
REEL: 008160 FRAME: 0780

**Exhibit A**  
**to Trademark Assignment**

**Product Trademarks**

All trademarks have Assignor as their Applicant/Owner:

Record ID	Country	Trademark Name	Logo	Convention	Classes	Goods and Services	Status	Application Date	Application number	Registration Date	Registration Number
LUTF1431952/CA	Canada	ROLAIDS		National Trademark	05	Mint lozenges having pharmaceutical properties for the relief of stomach disorders. Non-medicated mint lozenges.	Registered	14-Dec-1953	222477	14-Dec-1953	UCAS0787
LUTF1432409/CA	Canada	ROLAIDS SOFT CHEWS		National Trademark	05	Antacids.	Registered	17-Jan-2005	1243715	15-Feb-2006	TMA659006
LUTF1432410/CA	Canada	ROLAIDS SPELLS RELIEF		National Trademark	05	Lozenges having pharmaceutical properties for the relief of stomach disorders.	Registered	10-Jul-2003	1182794	22-Oct-2004	TMA623209
LUTF1431952/US	United States of America	ROLAIDS		National Trademark	05	MEDICINAL PREPARATION TO BE USED IN THE TREATMENT OF GASTROINTESTINAL DYSFUNCTION.	Registered	24-May-2005	78/635882	16-May-2006	3092967
LUTF1431952/US-2	United States of America	ROLAIDS		National Trademark	05	Medical preparations for the prevention and treatment of gastric distress; medical preparations for the prevention and treatment of gastric disorders	Registered	01-Jul-2013	85/817.184	01-Apr-2014	4507280
LUTF1432410/US	United States of America	ROLAIDS SPELLS RELIEF		National Trademark	05	ANTACID MINTS.	Registered	13-Nov-1990	74/115039	29-Jun-1993	1779450
LUTF1432411/US	United States of America	ROLAIDS stylized		National Trademark	05	ANTACID MINTS.	Registered	21-Sep-1953	71/653424	22-Jun-1954	591597
LUTF1432323/US	United States of America	R (stylized)		National Trademark	05	ANTACID MINTS.	Registered	31-Oct-2013	86107200	03-Jun-2014	4543545