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SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
No. 07-088002- -00001-0000
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**SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO**
**DIVISION DE NUEVAS CREACIONES**
**E. S. D.**

Ref.: Expediente No. 07-088.002
Solicitud de Patente a nombre de
**McNeil-PPC, Inc.**

Yo, JIMENA ESCOBAR URIBE, identificada como aparece al pie de mi firma, domiciliada en la Carrera 11 No. 86-53, piso 6, obrando como apoderada de la sociedad **McNeil-PPC, Inc.**, domiciliada en Skillman, New Jersey, Estados Unidos de América, solicitante de la patente de la referencia, atentamente me permito presentar los documentos (2) en que constan la cesión del derecho a la patente otorgada por los inventores a THE GILLETE COMPANY y de THE GILLETTE COMPANY a McNEIL-PPC, INC.

Sobre el particular, es importante resaltar que de conformidad con las normas legales vigentes, artículo 1 de la Resolución 210 de 2001, expedida por el Superintendente de Industria y Comercio y artículo 2 de la Convención de la Haya, el documento en inglés que se pretenda aportar como parte de los trámites de propiedad industrial ante la Superintendencia de Industria y Comercio no requieren traducción. Por otro lado, la legalización consular y/o diplomática de los documentos expedidos en el extranjero no es necesaria. Por lo tanto, los documentos de cesión anexos a este memorial son válidamente presentados en idioma inglés y con la correspondiente Apostilla.

De otra parte, presento nuevamente carta de 23 de septiembre de 2005, presentada ante la OMPI, mediante la cual se informó que el Sr. Rajeev Kumar Passi, es inventor de la presente invención. Adjunto extracto.

Igualmente, informo que el cambio fue hecho en fase internacional, razón por la cual no adjunto recibos de pago.

Señor Superintendente,

JIMENA ESCOBAR URIBE
C.C.39.779.452 de Usaquén
T.P. 68228
Cód. 5376

APOSTILLE

(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1. COUNTRY: UNITED STATES OF AMERICA

2. THIS PUBLIC DOCUMENT HAS BEEN SIGNED BY:
CHRISTINA A CLICKNER

3. ACTING IN THE CAPACITY OF:
NOTARY PUBLIC OF NEW JERSEY

4. BEARS THE SEAL/STAMP OF:
CHRISTINA A CLICKNER, NOTARY

CERTIFIED

5. AT TRENTON, NEW JERSEY

6. THE 28TH DAY OF AUGUST 2007

7. BY: Bradley Abelow, NEW JERSEY TREASURER

8. NO. A301393

9. SEAL/STAMP: 10. SIGNATURE

THE STATE OF NEW JERSEY ★ SEAL OF THE STATE ★

Bradley Abelow

JDC5023COPCT

# CERTIFICATION

I hereby certify that I have compared the attached document with the original, and that such said document is a true copy of the original Assignment document as filed in the U.S. Patent Office in connection with USSN 11/057,556 filed FEBRUARY 14, 2005.

Christina A. Clickner
(Notary Public of New Jersey)
My Commission Expires:
March 2, 2010

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Docket No.: 00216-683002

ASSIGNMENT

In consideration of the payment of one dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the below listed Assignors

| | |
|---|---|
| Janette Suh Edelstein<br>41 Old Meadow Road<br>Sudbury, MA 01776 | David V. Tyndall<br>22 Broken Tree Road<br>Medway, MA 02053 |
| Ronald M. Gurge<br>156 Lincoln Street<br>Franklin, Massachusetts 02038 | Rajeev Kumar Passi<br>24 Violetwood Circle<br>Marlborough, MA 01752 |

hereby sell, assign and transfer to the below listed Assignee

THE GILLETTE COMPANY
(a Delaware corporation)
Prudential Tower Building
Boston, Massachusetts 02199
USA

its successors and assigns, the entire undivided right, title and interest for the United States of America and all other countries in and to the invention(s) described in United States Patent Application Serial Number **11/057,556** (docket no. 00216-683002), filed on **February 14, 2005**, entitled **TOOTH WHITENING**, this assignment including said application and any continuation, division, substitute, national, international, or regional application in any country which is derived or claims priority therefrom, and any patents or design registrations granted in the United States and all other countries thereon, and authorize Assignee to file patent applications and design registrations on said invention(s) worldwide in its own name and to claim priority from the aforementioned United States Patent Application under any applicable treaty or convention.

Assignors hereby covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale. Assignors further covenant to provide Assignee, upon request, with all pertinent facts and documents relating to said invention(s), applications, patents and design registrations as may be known and accessible to Assignors and to promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to file patent applications or design registrations on said invention(s) worldwide, to obtain, maintain and enforce said applications, patents or design registrations, and to transfer legal ownership of said applications, patents or design registrations to Assignee.

Assignors authorize their legal representative or the Assignee's legal representative to insert the application number and filing date in the blank spaces above if such information is unavailable at the time of execution.

Janette Suh Edelstein

County of Norfolk
State of Massachusetts

On this 17th day of March, 2005, personally appeared before me, Janette Suh Edelstein, who executed this instrument of assignment as his/her free act and deed.

Elizabeth Palmer
Notary Public

ELIZABETH PALMER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 9 2006

David V. Tyndall

County of Norfolk
State of Massachusetts

On this 17th day of March, 2005, personally appeared before me, David V. Tyndall, who executed this instrument of assignment as his/her free act and deed.

Elizabeth Palmer
Notary Public

ELIZABETH PALMER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 9. 2006

Ronald M. Gurge

County of Norfolk
State of Massachusetts

On this 15th day of March, 2005, personally appeared before me, Ronald M. Gurge, who executed this instrument of assignment as his/her free act and deed.

Elizabeth Palmer
Notary Public

ELIZABETH PALMER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 9 2006

Rajeev Kumar Passi

County of Norfolk
State of Massachusetts

On this 15th day of March, 2005, personally appeared before me, Rajeev Kumar Passi, who executed this instrument of assignment as his/her free act and deed.

Elizabeth Palmer
Notary Public

ELIZABETH PALMER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 9 2006

Accepted by Assignee

The Gillette Company

By: Donal B. Tobin
Donal B. Tobin
Vice President,
Intellectual Property

Boston, Suffolk County,
Massachusetts

On this 28 day of March, 2005, personally appeared before me Donal B. Tobin, known to me to be Vice President, Intellectual Property of The Gillette Company, with full authority to accept assignments on its behalf, who executed this instrument of assignment as the free act and deed of The Gillette Company.

John Norton
Notary Public

JOHN NORTON
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sep 5, 2008

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APOSTILLE

(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1. COUNTRY: UNITED STATES OF AMERICA

2. THIS PUBLIC DOCUMENT HAS BEEN SIGNED BY:
CHRISTINA A CLICKNER

3. ACTING IN THE CAPACITY OF:
NOTARY PUBLIC OF NEW JERSEY

4. BEARS THE SEAL/STAMP OF:
CHRISTINA A CLICKNER, NOTARY

CERTIFIED

5. AT TRENTON, NEW JERSEY

6. THE 28TH DAY OF AUGUST 2007

7. BY: Bradley Abelow, NEW JERSEY TREASURER

8. NO. A301392

9. SEAL/STAMP: 10. SIGNATURE

Bradley Abelow

JDC5023COPCT

# CERTIFICATION

I hereby certify that I have compared the attached document with the original, and that such said document is a true copy of the original **Asset Sale and Purchase Agreement** between **The Gillette Company** and **Personal Products Company Division, McNeil-PPC, Inc.**

Christina A. Clickner
(Notary Public of New Jersey)
My Commission Expires:
March 2, 2010

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EXECUTION COPY

# ASSET SALE AND PURCHASE AGREEMENT BETWEEN THE GILLETTE COMPANY AND PERSONAL PRODUCTS COMPANY DIVISION, MCNEIL-PPC, INC.

## PREAMBLE

This is an **ASSET SALE AND PURCHASE AGREEMENT**, dated October __, 2005 between The Gillette Company, a Delaware corporation ("Seller"), and Personal Products Company division, McNeil-PPC, Inc., a New Jersey corporation ("Buyer"). Each of Seller and Buyer may hereafter be referred to as a "party" or collectively as "parties."

This agreement ("Agreement") sets forth the terms and conditions upon which Seller will sell to Buyer, and Buyer will purchase from Seller, the Business (as hereinafter defined).

In consideration of the mutual agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

## ARTICLE I

## CERTAIN DEFINITIONS

As used in this Agreement, each of the following terms shall have the following meanings:

**1.01 "Acquired Assets"** means only the following assets:

(a) all raw materials and inventories, wherever located, of Current Rembrandt Product, owned by Seller, including inventories of warehoused stock, finished product with at least twelve (12) months of expiration dating as of the Effective Time, work-in-process, raw and pack materials, stores and supplies related to the Business (Schedule 1.01 sets forth a listing with the quantity of such assets as of the end of Seller's August 2005 reporting period, and includes all finished product, whether or not it has twelve (12) months of expiration dating as of the Effective Time);

(b) the Books and Records and the Additional Records;

(c) claims, rights and benefits of Seller arising after Closing pursuant to any Contract and Supply Contract;

(d) the Equipment;

(e) the Intellectual Property (other than Product Licensed Intellectual Property);

(f) a non-exclusive, perpetual, irrevocable, fully paid-up and royalty-free license(s) with rights to sublicense to all Product Licensed Intellectual Property to use, make, distribute, offer for sale, promote, advertise, sell, import, export, or have used, made, distributed, offered for sale, promoted, advertised, sold, imported, or exported the Rembrandt Products worldwide; and

(g) any goodwill exclusively related to the Business, but not otherwise specifically identified herein.

Notwithstanding the above, the Acquired Assets do not include any of the Excluded Assets.

**1.02** **"Acquired Patents"** means those patents, registrations, and applications therefor set forth in Schedule 1.02 and such other patents, registrations and applications that exclusively relate to the Business and are in existence as of date hereof and the Closing Date.

**1.03** **"Action"** means any dispute, controversy, claim, action, litigation, suit, cause of action, arbitration, mediation, or any proceeding by or before any court, arbitrator, mediator or Governmental Entity, or any investigation, subpoena, or demand preliminary to any of the foregoing.

**1.04** **"Affiliate"** means, with respect to a Person, another Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. "Control," whether or not capitalized, means, with respect to a Person, the ownership by another Person of greater than 50% of the income or voting interests of such Person or such other arrangement as constitutes the direct or indirect ability to direct the management, affairs or actions of such Person.

**1.05** **"Antitrust Laws"** means the European Merger Regulation and its local equivalents, the Sherman Act, the Clayton Act, the Hart-Scott-Rodino Antitrust Improvements Act, the Federal Trade Commission Act, their non-U.S. equivalents, and all other statutes, rules, regulations, orders, decrees, administrative and judicial doctrines, and other laws (whether foreign, federal, state, provincial, local or other) that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

**1.06** **"Assumed Liabilities"** means only the following liabilities, whether known or unknown, accrued or contingent, direct or indirect:

(a) all liabilities arising out of or related to the operation of the Business or ownership of the Acquired Assets after the Effective Time;

(b) all liabilities for product liability and product warranty for products of the Business manufactured by or for the Buyer or its successors after the Effective Time;

(c) subject to Section 6.08 herein, all liabilities for Taxes related to or arising from the operation of the Business or ownership of the Acquired Assets after the Effective Time or due for periods after the Effective Time;

(d) all liabilities and obligations of the Buyer as set forth in the Transaction Documents;

(e) all liabilities of Seller and its Affiliates arising after the Effective Time pursuant to any Contract or Supply Contract;

(f) all liabilities after the Effective Time for administration and redemption of coupons of the Business, except as set forth in Section 6.17;

(g) all liabilities for returns of products of the Business returned after the date which is three (3) months after the Effective Time, as set forth in Section 6.15; and

(h) all liabilities of Seller and its Affiliates arising after the Effective Time pursuant to Contracts and sold, conveyed, assigned, transferred and delivered to Buyer pursuant to Section 6.13, including all liabilities for BDF Commitments of Seller and its Affiliates where performance occurs after the Effective Time.

**1.07** **"Assumption Agreement"** means that agreement, in the form attached as Exhibit 1.07, between Seller and Buyer, to be executed as of Closing, dealing with the assumption by the Buyer of the Assumed Liabilities and the assignment by Seller of certain of its interests pursuant to the Contracts and the Supply Contracts.

**1.08** **"Authorization"** means any legally required consent, authorization, approval, order, license, certificate or permit of or from, or declaration or filing with, any Governmental Entity, including, without limitation, any legally required filing with any Governmental Entity and the subsequent expiration of any legally required waiting period under any Antitrust Laws, but excluding any consent, authorization, approval, order, license, certificate or permit of or from, or declaration or filing with, any Governmental Entity relating to any Board of Health Registration.

**1.09** **"BDF Commitments"** means, to the extent exclusively related to the Business, those commitments made by Seller and any of its Affiliates in the ordinary course of business, consistent with past practices with the customers of the Business to perform according to a BDF Contract. The amounts of such BDF Commitments for the largest ten (10) promotional sales program commitments for the remainder of 2005 are set forth on Schedule 1.09.

**1.10** **"BDF Contracts"** means those contracts by and among Seller and any of its Affiliates and customers of the Business defining and qualifying "merchandising" activities and how those customers shall be reimbursed by Seller or its Affiliates

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for performance if merchandising activities occur during the period specified in those contracts.

1.11 **"Board of Health"** means any Governmental Entity charged with the responsibility for health and safety regulation of the products of the Business and charged with responsibility for administering the Board of Health Registrations related to the Business.

1.12 **"Board of Health Registrations"** means all necessary and applicable authorizations, franchises, licenses, registrations and applications exclusively related to the Business, as set forth in Schedule 1.12. At the Closing, Seller will update Schedule 1.12 to set forth all authorizations, franchises, licenses, registrations and applications related to the Business.

1.13 **"Books and Records"** means the originals of all books, records and other documents (including, without limitation, customer and supplier lists and files; distribution lists; mailing lists; sales materials; in-store advertising materials; manufacturing specifications; plans; files; specifications; process drawings; computer programs, data and information; research and development files; advertising and promotional materials) and all marketing plans, marketing research, information and materials and other similar items exclusively used in, exclusively related to, or exclusively prepared for use in, the Business, existing and owned by Seller and its Affiliates as of the date hereof and at the Effective Time.

1.14 **"Business"** means the research, development, manufacturing or outsourcing, packaging, distributing, marketing and selling of products, including but not limited to the Rembrandt Products, under one or more of the Trademarks.

1.15 **"Business Day"** means any day on which commercial banks in New York, New York are open for business providing substantially all services offered by such banks.

1.16 **"Closing"** means the closing of the transactions contemplated by this Agreement in accordance with the terms and upon the conditions set forth in this Agreement.

1.17 **"Closing Date"** means the date on which the Closing occurs, as provided in Section 3.03 of this Agreement.

1.18 **"Contracts"** means those purchase orders, contracts, agreements and other obligations set forth in Schedule 1.18 and such other purchase orders, contracts, agreements and other obligations exclusively related to, and made in the ordinary course of operating, the Business that involve payments of less than US$50,000 per year.

1.19 **"Copyright Assignment"** means the agreement, in the form attached as Exhibit 1.19, between Buyer and Seller or one of its Affiliates, to be executed as of the



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Closing, dealing with the assignment of all of Seller's rights, title and interest in and to all Copyrights.

1.19A **"Copyrights"** means all copyrights, whether or not registered, and if registered, including all registrations, renewals and applications in connection therewith, copyrightable works, pamphlets, marketing materials, brochures and advertisements that exclusively relate to the Business.

1.20 **"Descriptors"** means those words used by Seller on Current Rembrandt Products in connection with the Trademarks, but not registered as trademarks, including but not limited to those set forth in Schedule 1.20 and those otherwise existing as of date hereof and the Closing Date.

1.21 **"Development"** means formulation, design (including packaging design), process development, manufacturing scale-up, development-stage manufacturing, quality assurance/quality control development, Product approval and registration. **"Develop"** means to engage in Development.

1.22 **"Effective Time"** means 5:00 p.m. on the Closing Date.

1.23 **"Equipment"** means those assets set forth in Schedule 1.23, "as is, where is" and "with all faults".

1.24 **"Excluded Assets"** means any and all assets not expressly listed as Acquired Assets, including, but not limited to, those assets listed in Schedule 1.24. Schedule 1.24 includes those assets used in the Business that are Excluded Assets.

1.25 **"Excluded Liabilities"** means liabilities of Seller and/or its Affiliates arising out of or related to the Business that are not Assumed Liabilities.

1.26 **"Financial Information"** means that information through the end of Seller's September 2005 fiscal calendar month described or set forth in Schedule 1.26.

1.27 **"Geography"** means the United States, Canada, Australia, France, Germany, Italy, the United Kingdom, Austria, Switzerland and the Netherlands.

1.28 **"Governmental Entity"** means any arbitrator, court, judicial, legislative, administrative or regulatory agency, commission, department, board or bureau or body or other governmental authority or instrumentality or any person or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, whether foreign, federal, state, provincial, local or other, including but not limited to any stock exchange, quotation service and the National Association of Securities Dealers.

1.29 **"Intellectual Property"** means the (a) Trademarks, Descriptors, Copyrights and Technology, and (b) such other trade names, service marks, brand names, copyrights, slogans, rights to trade dress, logos, service marks, domain names,

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URLs or other marks or indicia, including but not limited to those listed on Schedule 1.29 and those that are existing as of the date hereof or the Closing Date and used exclusively in the Business, and including the goodwill associated therewith and designs as are owned as of the date hereof by Seller or any of its Affiliates and used exclusively in the Business, as well as all the registrations and applications for the foregoing.

1.30 **"Intercompany Contracts"** means all purchase orders, contracts, agreements and obligations between or among any of Seller or any of its Affiliates.

1.31 **"Knowledge of"** means, whether or not capitalized, in the case of an entity, the actual knowledge of the officers of such entity and such other knowledge that such officers would reasonably be expected to have as of the date of the representation, warranty or other statement.

1.32 **"Material"** and its variations mean, with respect to an event, circumstance or condition, that such event, circumstance or condition, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect upon the assets, financial condition or earnings of the Business as a whole.

1.33 **"Non-Assertion Agreement"** means the agreement, in the form attached as Exhibit 1.33 between Seller and Buyer, to be executed as of the Closing, wherein Seller agrees to refrain from taking certain actions.

1.34 **"Patent Assignment"** means the general assignment of the Acquired Patents to Buyer from Seller, which will be in the form attached as Exhibit 1.34 or in such other form as agreed to in writing by Seller. Individual Patent assignment documents, by country, will be prepared and filed as stated in Section 6.09 of this Agreement.

1.35 **"Person"** means (as the context requires) an individual, a corporation, a partnership, an association, a trust, a limited liability company, or other entity or organization, including a Governmental Entity.

1.36 **"Product"** means a retail consumer or professional good Developed, made, distributed, marketed or sold by Seller.

1.37 **"Product Licensed Intellectual Property"** means, to the extent existing as of the Effective Date, the following:

(a) Patents that are related to a Rembrandt Product (other than Acquired Patents);

(b) Trade secrets, know-how, techniques, data, inventions, practices, methods, and other confidential or proprietary technical, business, research, Development, and other information, and all rights in any



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jurisdiction to limit the use or disclosure thereof, that are related to a Rembrandt Product (other than as included in the Technology);

For the sake of clarity, Product Licensed Intellectual Property shall not include any rights to any assets that are Excluded Assets.

1.38 **"Purchase Price"** means, subject to Section 6.22, two hundred and forty million dollars ($240,000,000).

1.39 **"Rembrandt Products"** means all Products Developed, in Development, manufactured, distributed, marketed or sold by Seller prior to October 1, 2005 that were marketed or sold or to be marketed or sold as (a) toothpaste products that claim to whiten or brighten teeth by chemical removal or bleaching of intrinsic stain and (b) any other product that is applied to teeth by tray, strip, patch, brush, wand, syringe, sponge, mouthrinse or mouthguard for the purpose of whitening or brightening teeth and/or as Products using the Trademarks or any variation or derivative of the Trademarks; including but not limited to, those SKUs set forth on Schedule 1.39 (such SKUs, the "**Current Rembrandt Products**"), but excluding any Products marketed without using the Trademarks or any variation or derivative of the Trademarks, any tradename, trademark or other intellectual property of Seller that is an Excluded Asset.

1.40 **"Restrictive Covenant"** means the agreement, in the form attached as Exhibit 1.38 between Seller and Buyer, to be executed as of the Closing, wherein Seller agrees to certain restrictions on certain activities.

1.41 **"Retained Product"** means a retail consumer good Developed, made, distributed, marketed or sold by Seller or its Affilates, other than a Rembrandt Product.

1.42 **"SKUs"** means stock keeping units.

1.43 **"Supply Contracts"** means those purchase orders, contracts, agreements and other obligations set forth on Schedule 1.43, and those purchase orders exclusively related to, and made in the ordinary course of, operating the Business that (i) were issued by Seller under the Supply Contracts set forth on Schedule 1.43 or (ii) involve payments of less than US $50,000 per year.

1.44 **"Taxes"** means all foreign, federal, state, provincial, local and other taxes, fees, levies, duties and other assessments or charges of whatever kind (including without limitation, income, excise, stamp, transfer, property, value added, real estate, sales, payroll, gains, gross receipts, withholding and franchise taxes) together with any interest, penalties, or additions payable in connection with such taxes, fees, levies, duties or other assessments or charges.

1.45 **"Technology"** means the Acquired Patents plus all of the formulations, trade secrets, process knowledge, and technological and manufacturing know-how, including but not limited to all product samples, specifications, processes, designs, plans, ideas, concepts, manufacturing, engineering and other manuals, and drawings, standard operating procedures, flow diagrams, chemical, safety, quality assurance, quality control, research records, clinical data, compositions, annual product reviews, regulatory communications, and labeling and all other information related to the manufacturing process, and any available validation documentation and analytical methods (including formulas, packaging specifications, manufacturing procedures to the extent necessary to manufacture, market and sell the Rembrandt Products consistent with past practices, stability data and quality control standards, claim support, clinical and pre-clinical safety data), in each case, owned or licensed by Seller or its Affiliates and exclusively used in the Business and extensions and improvements thereto in existence as of the Effective Date.

1.46 **"Trademarks"** means those trademarks (whether registered or unregistered), registrations and applications therefor set forth in Schedule 1.46 or that are otherwise used exclusively in the Business and existing as of the date hereof or the Closing Date.

1.47 **"Trademark Assignment"** means the overall assignment of the Trademarks and the Descriptors to Buyer's designated Affiliate from Seller, which will be in the form attached as Exhibit 1.47 or in such other form as agreed to by Seller and Buyer. Individual Trademark assignment documents, by country, will be prepared and filed as stated in Section 6.09 of this Agreement.

1.48 **"Transaction Documents"** means collectively (a) this Agreement; (b) the Trademark Assignment; (c) the Patent Assignment; (d) the Transitional Services Agreement; (e) the Copyright Assignment; (g) the Assumption Agreement; and (h) the Restrictive Covenant. The phrase "the consummation of the transaction contemplated by this Agreement" or such similar phrases include the execution and delivery of the Transaction Documents.

1.49 **"Transitional Supply and Services Agreement"** means the agreement, in the form attached as Exhibit 1.44, between Buyer and Seller or one or more of its Affiliates, to be executed as of the Closing, providing certain transition services for Buyer.

1.50 **Other Definitions**. Other terms defined in this Agreement, and the location where they are defined, are:

| | Location |
|---|---|
| **"Additional Records"** | Section 6.14 |
| **"Agreement"** | Preamble |
| **"Basket"** | Section 9.04(b) |
| **"Buyer"** | Preamble |
| **"Buyer's Assertion"** | Section 9.01(b) |
| **"Cap"** | Section 9.04(b) |
| **"Claim"** | Section 9.03(a) |

| | |
|---|---|
| **"Confidential Business Information"** | Section 6.04(f) |
| **"Confidentiality Agreement"** | Section 6.04(a) |
| **"Consent Decree"** | Transitional Supply and Services Agreement |
| **"Control"** | Section 1.04 |
| **"Current Rembrandt Product"** | Section 1.39 |
| **"Disputed Trademarks"** | Section 6.22 |
| **"Evaluation Material"** | Section 6.04(a) |
| **"Matter"** | Section 11.05 |
| **"party"** | Preamble |
| **"Seller"** | Preamble |
| **"Seller's Assertion"** | Section 9.02(b) |
| **"Tax Records"** | Section 6.11 |

## ARTICLE II

## PURCHASE AND SALE OF ASSETS

**2.01 Purchase Price Allocation.** A description of the allocation of the Purchase Price, as agreed to by Seller and Buyer prior to the Closing, is set forth in Schedule 2.01. Seller and Buyer will not, and will cause their respective Affiliates not to, take a position in any forum that is inconsistent with the details set forth in Schedule 2.01, including, without limitation, taking an inconsistent position on any Tax return, before any Governmental Entity charged with the collection of any Tax, or in any Action relating to any Tax. Buyer and Seller will file IRS Form 8594 and all federal, state, local and/or foreign tax returns in accordance with Schedule 2.01. Seller and Buyer will provide each other promptly (and no later than ninety (90) days following the Closing Date) with any additional information necessary to complete Form 8594.

**2.02 Delivery of Purchase Price.** In accordance with the terms and upon the conditions of this Agreement, and in consideration of the sale of the Acquired Assets to Buyer by Seller, at the Closing, Buyer will deliver to Seller the Purchase Price in immediately available funds by wire transfer to an account or accounts specified by Seller.

**2.03 Sale and Purchase of the Business.** In accordance with the terms and upon the conditions of this Agreement, at the Closing, Seller will sell, convey, assign, transfer and deliver to Buyer the Acquired Assets and Assumed Liabilities, and Buyer will purchase, acquire, accept and assume, the Acquired Assets and Assumed Liabilities. Certain purchase orders, contracts, agreements and other obligations or portions thereof described in Section 6.13(a), will be sold, conveyed, assigned, transferred and delivered to Buyer by Seller, and Buyer will purchase, acquire, accept and assume the rights and Assumed Liabilities with respect thereto, pursuant to Section 6.13(a).

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## ARTICLE III

## CLOSING

**3.01 Actions to be Taken at Closing.** At the Closing, the following actions will be taken:

(a) Seller will deliver to Buyer, duly executed, the following:

(i) a bill of sale in a form reasonably acceptable to Seller and Buyer for those Acquired Assets that will not be transferred pursuant to specific documents described elsewhere in this Section 3.01(a);

(ii) a certificate by a Vice-President of Seller, in a form reasonably acceptable to Seller and Buyer, to the effect that, the conditions to Closing set forth Article VIII have been fulfilled;

(iii) the Trademark Assignment;

(iv) the Patent Assignment;

(v) the Copyright Assignment;

(vi) a receipt for the Purchase Price in a form reasonably acceptable to Seller and Buyer;

(vii) certified copies of any resolutions by Seller's boards of directors or any other necessary corporate actions of Seller, authorizing the execution and performance of this Agreement and the consummation of the transactions contemplated hereby; and

(viii) such other documents as are, in the reasonable opinion of counsel for Seller and Buyer, necessary or desirable to transfer the Assumed Liabilities and Acquired Assets to Buyer.

(b) Buyer will deliver to Seller, duly executed, the following:

(i) a certificate by a Vice-President of Buyer, in a form reasonably acceptable to Seller and Buyer, to the effect that, the conditions to Closing set forth in Article VII have been fulfilled;

(ii) the Purchase Price, delivered as described in Section 2.02;

(iii) a receipt for the Acquired Assets in a form reasonably acceptable to Seller and Buyer;

(iv) certified copies of any resolutions by Buyer's board of directors or any other necessary corporate actions of Buyer and its Affiliates, authorizing the execution and performance of this Agreement and the consummation of the transactions contemplated hereby; and

(v) such other documents as are, in the reasonable opinion of counsel for Seller and Buyer, necessary or desirable to transfer the Assumed Liabilities and Acquired Assets to Buyer.

(c) Seller and Buyer concurrently will duly execute and deliver to each other:

(i) certificates of incumbency for all officers executing documents in connection with the Transaction Documents;

(ii) the Transitional Services Agreement;

(iii) the Non-Assertion Agreement;

(iii) the Assumption Agreement; and

(iv) the Restrictive Covenant.

**3.02 Interdependence**. The transfers and deliveries described in this Article III are mutually interdependent and are to be regarded as occurring simultaneously as of the Effective Time. Unless agreed to in writing by Seller and Buyer, no such transfer or delivery will become effective until all other transfers and deliveries provided for in this Article III have also become effective.

**3.03 Time and Place of Closing**. The Closing will take place in Boston, Massachusetts the offices of The Gillette Company at 9:00 am as soon as practicable and, in any event, not later than five (5) Business Days after the satisfaction or waiver of all of the conditions to Closing set forth in Articles VII and VIII (other than document deliveries and other actions within the control of a party and to be completed at the Closing) or at such other time and place as Seller and Buyer agree.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants that the following are true and correct as of the date of this Agreement, and will be true and correct as of the Closing.

**4.01 Authority**. Seller has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. All corporate proceedings on the part of Seller that are necessary to approve and authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have occurred, and, assuming proper execution and delivery by Buyer, this Agreement is enforceable against Seller in accordance with its terms and the other Transaction Documents will be enforceable in accordance with their terms upon execution and delivery to Buyer, in each case, subject to (a) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors rights and remedies generally and (b) the remedy of specific performance and injunctive and other forms of equitable relief.

4.02 **Equipment**. Except as set forth on Schedule 4.02 or where not material, the Equipment is in reasonable operating condition and repair and is adequate for its current uses. Seller disclaims any and all warranties of merchantability or fitness for any purpose with respect to the Equipment except as expressly set forth herein.

4.03 **Financial Information**. The Financial Information fairly presents in all material respects the net sales, gross profit and the direct cost of marketing expenses of the Business for the periods indicated on Schedule 1.26. Since July 1, 2004, the Financial Information has been derived from the accounting books and records of Seller, which accounting books and records of Seller were prepared in accordance with United States generally accepted accounting principles consistently applied throughout the specified period. The Financial Information has been compiled throughout the periods reflected thereby with consistent procedures and are presented in accordance with Seller's internal accounting policies. The Financial Information is, in all material respects, correct and complete and is consistent with the Books and Records and the Additional Records.

4.04 **Finder's Fees and Commissions**. Neither Seller nor any of its Affiliates has any liability or obligation to pay any fees or commissions to any broker, finder or other agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

4.05 **Authorizations**. No Authorization is needed by Seller for the execution, delivery, or performance of this Agreement and the consummation of the transactions contemplated hereby, except as set forth in Schedule 4.05.

4.06 **Litigation and Claims**. There is no Action pending or, to the Knowledge of Seller, threatened against or involving Seller arising out of Seller's operation of the Business or affecting the Acquired Assets or which questions or challenges the validity of this Agreement or any action to be taken pursuant hereto, except as set forth in Schedule 4.06. None of the Actions set forth on Schedule 4.06 could, individually or in the aggregate, reasonably be expected to be Material.

4.07 **Organization and Good Standing**. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and is authorized to do business under the laws of all foreign jurisdictions in which it is required to be so authorized, with full corporate power to own its properties and conduct the Business as presently conducted by them, except where not Material.

**4.08 Recent Conduct of the Business.** Except as set forth in Schedule 4.08, from June 30, 2005 until the date of this Agreement, Seller has conducted the Business in the same manner as it has been conducted by Seller during the one-year period immediately preceding June 30, 2005 in all material respects. Since June 30, 2005, there has not been (i) any change in the Acquired Assets or the Business which is Material, (ii) any damage, destruction or loss, whether covered by insurance or not, affecting the Acquired Assets or Business, which is Material, (iii) any actual or, to Seller's Knowledge, threatened trouble or disruption of the relations of Seller with its agents, customers or suppliers relating to the Business, which is Material, (iv) any sale, encumbrance, assignment or transfer of any material assets or properties which would have been included in the Acquired Assets if the Closing had been held on June 30, 2005, except in the ordinary course of business consistent with past practice, (v) any material amendment or termination of any Contract or Supply Contract, (vi) any material change in any collection or credit accounting practices, including any material write-up or write-down in the value of the Acquired Assets described in Section 1.01(a), (vii) any material payments, discount activity or any other consideration to customers or suppliers, other than in the ordinary course of business consistent with past practice, (viii) any material acceleration or delay of any Current Rembrandt Product sale or any payment or distribution, in each case, other than in the ordinary course consistent with past practice, (ix) any sale into the trade of inventory materially in excess of those amounts which are required to maintain reasonable levels of trade inventory consistent with past practices and Seller has no Knowledge of excessive levels of inventory in the trade or the distribution networks for the Current Rembrandt Products, or (x) any agreement to take any of the foregoing actions.

**4.09 Title to Acquired Assets.** Seller has and will convey to Buyer good and marketable title to all of the Acquired Assets free and clear or any security interests, liens, pledges, claims, charges, options, contingent payments or other encumbrances, except as set forth in Schedule 4.09 or where not material. **Buyer acknowledges and agrees that, except as expressly set forth in the Transaction Documents, Seller makes no representations and warranties of any kind, including, without limitation, representations, and warranties of good title, merchantability or fitness, with respect to the Business in any jurisdiction outside the Geography. Buyer further acknowledges and agrees that prior to the Closing Date, certain Patent and Trademark Offices in certain countries may reflect any of Seller's Affiliates as the owners of certain Acquired Patents and Trademarks that have been assigned previously to Seller or one or more of its Affiliates.**

**4.10 Violations/Breaches.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not violate any law, rule or regulation or order, judgment, or decree binding on Seller and will not result in a breach of any term of the certificate of incorporation or by-laws of Seller or of any contract, agreement or other instrument to which any of Seller is a party, except where not material.

**4.11 Compliance with Applicable Laws.** Except as set forth in Schedule 4.11, to the Knowledge of Seller, the Business is being conducted in compliance with all material statutes, laws, ordinances, rules, orders and regulations in all material respects. Except as set forth in Schedule 4.11, Seller has not received any written communication from a Governmental Entity that alleges the Business is not in such compliance.

**4.12 Contracts.** Schedule 4.12 sets forth all purchase orders, contracts, agreements, licenses, understandings and other obligations not set forth in Schedule 1.18 or Schedule 1.43 that subject the Business or will, after the Closing, subject the Buyer or the Business to any obligations, agreements, licenses, understandings, covenant not to compete or otherwise limit the areas in which the Business may be conducted. Except as set forth in Schedule 4.12(a), each Contract and Supply Contract is a valid and binding obligation of Seller and is in full force and effect and is enforceable by Seller in accordance with its terms, except where not material. Except as set forth in Schedule 4.12(b) or where not material, Seller has performed all obligations required to be performed by it to date under the Contracts and Supply Contracts and is not (with or without the lapse of time or the giving of notice, or both) in breach or default thereunder. A true and complete copy of each agreement or obligation listed on Schedule 4.12 and Contract and Supply Contract has been delivered to Buyer. Except as set forth in Schedule 4.12(c), (i) Seller has not received any written communication from, or given any communication to, any other Person indicating that Seller or such other Person, as the case may be, is in default under a Contract or Supply Contract, (ii) Seller has the right to assign each of the Contracts and Supply Contracts to Buyer without the consent of any Person or has obtained such consent, and (iii) neither the assignment of such rights nor the consummation of the transaction contemplated by this Agreement would give any party the right to terminate a Contract or a Supply Contract.

**4.13 Permits.** Seller possesses or has access to all licenses, permits and other approvals of Governmental Entities necessary to enable them to carry on the Business in all material respects as it is currently conducted.

**4.14 Intellectual Property.**

(a) Schedule 1.46 sets forth all Trademarks in Seller's and its Affiliates' control and all of its issued and pending trademark registrations and applications used in the Business. All such registrations and applications have been properly registered, filed and/or issued in or by the appropriate registry for the benefit of Seller, and all payments and filings necessary to maintain such registrations and applications have been properly made as of the Closing Date. Except for potential cancellation due to non-use, the registered Trademarks are valid and subsisting in the Geography. At the Closing, Seller will provide to Buyer a list of any relevant deadlines with respect to any of the Trademarks occurring within ninety (90) days after the Closing.

(b) Except as set forth in Schedule 4.14(b), to Seller's Knowledge or where not material, the manufacturing, marketing, distribution and use of Current Rembrandt Products do not infringe claims in any unexpired, valid and enforceable third party patents and are not the subject of any enforceable third party licenses to Intellectual Property or similar agreements or understandings.

(c) Except as set forth in Schedule 4.14(c), Seller has not entered into any prior licenses, agreements, commitments or understandings that are currently in effect granting to any third party any rights to use, license or sublicense or otherwise exploit the Intellectual Property.

(d) Except as set forth in Schedule 4.14(d) or where not material, to Seller's Knowledge, (i) the manufacturing, marketing, distribution and use of the Current Rembrandt Products does not infringe upon or conflict with the rights of any third party, excluding patent rights, (ii) there are no claims against Seller pending or, to Seller's Knowledge, threatened which allege that Seller has in connection with the Business engaged in any actual or potential infringement, dilution or misappropriation of any third party's valid and enforceable intellectual property rights, nor, to Seller's Knowledge, is there any reasonable basis in fact for such claims, and (iii) there have been no claims filed against Seller which alleged that Seller had in connection with the Business engaged in any actual or potential infringement, dilution or misappropriation of any third party's intellectual property rights.

(e) Except as set forth in Schedule 4.14(e), to Seller's Knowledge, no information exists that would present a reasonable basis for rendering (i) any of the granted trademarks or patents that are part of the Trademarks or Acquired Patents invalid or unenforceable, (ii) any of the pending trademark applications that are part of the Trademarks invalid or unenforceable, if granted as those applications exist as of the Closing Date, or (iii) any of the pending patent applications that are part of the Acquired Patents invalid or unenforceable except as may be set forth in Seller's Information Disclosure submissions to the United States Patent and Trademark Office in connection with such applications, except in the case of clauses (i) and (ii) for potential cancellation due to non-use.

**4.15 Taxes.** There are no material liens, claims, equitable interest, security interest, restriction or easement on any of the Acquired Assets or the Business that arose in connection with any failure (or alleged failure) to pay any tax. All material Tax returns required to be filed on or prior to the Closing Date with respect to any Tax that, if not paid, (i) might result in a lien upon the Acquired Assets or the Business or (ii) Buyer is or may become liable for in its capacity as transferee of the Acquired Assets or the Business, have been or will be duly and timely filed and are true, correct and complete in all material respects, and all Taxes due or claimed to be due pursuant thereto have been paid.

**4.16 Relations with Customers, Suppliers and Distributors.** To Seller's Knowledge, no customer, supplier or distributor of the Business intends to terminate or modify its relationship with the Business under the ownership of Buyer after the Closing in any material respect. Seller has no Knowledge of any fact, condition or event which would cause the Buyer's relationship with any customer or supplier to be materially and adversely different than the Seller's current relationship with such customer or supplier with respect to the Business and the Current Rembrandt Products. Schedule 4.16 sets forth a complete and correct list of the twenty (20) largest customers of the Business for the twelve (12) months ended August 31, 2005, by revenue, indicating the sales revenue from each such customer.

**4.17 Schedules.** Schedule 1.01 sets forth a list of each of the types and all of the quantities of Acquired Assets described in Section 1.01(a) owned by Seller as of September 30, 2005 that is complete and correct in all material respects (it being understood that any finished product set forth therein that has less than twelve (12) months of expiration dating remaining as of the Effective Time will be deemed to be an "Excluded Asset" hereunder). The types and quantities of the Acquired Assets set forth in Schedule 1.01 are consistent with Seller's past practices in its conduct of the Business in all material respects. Schedule 1.39 sets forth a list of all of the SKUs of the Business, including all SKUs of the Business that Seller currently plans to formulate and package for sale through March 31, 2006 that is complete and correct in all material respects.

**4.18 Sufficiency of Assets.** Except as set forth in Schedule 4.18, the Acquired Assets, Board of Health Registrations, permits and the services Seller will provide to Buyer pursuant to the Transitional Services Agreement constitute all the assets and services that are necessary for Buyer to conduct the Business immediately following the Closing in all material respects in the same manner as it is currently conducted by Seller. There are no existing contracts that are not included in the Supply Contracts, Contracts or the Amended Den-Mat Supply Agreement (as defined in the Transitional Supply and Services Agreement) which contain any exclusive contractual rights relating to the Manufacture of the Current Rembrandt Products which, by their existence, would prevent Buyer from securing sufficient contractual rights after the Closing Date to continue the Manufacture of the Current Rembrandt Products in all material respects in the same manner as it is currently Manufactured by or for Seller. For the purposes of this Section 4.18, "Manufactured" shall mean, with respect to the Current Rembrandt Products, to process, prepare, make or have made, test and package the Current Rembrandt Products.

**4.19 Acquired Patents.** The Acquired Patents are all of the patents owned by Seller and used exclusively in the Business as currently operated. Notwithstanding the foregoing, in the event that Schedule 1.02 inadvertently omits to include patents owned by Seller and used exclusively in the Business, Seller hereby agrees to update Schedule 1.02 upon such discovery and to transfer such patent(s) at or after the Closing to Buyer as soon as reasonably practicable after such discovery. Such discovery, update and transfer shall not be considered a material breach of this Section 4.19 or any other representation contained in this Agreement.

## ARTICLE V

## REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants that the following are true and correct as of the date of this Agreement, and will be true and correct as of the Closing.

**5.01 Authority**. Buyer has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. All corporate proceedings on the part of Buyer or its Affiliates that are necessary to approve and authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have occurred, and, assuming proper execution and delivery by Seller, this Agreement is enforceable against Buyer in accordance with its terms and the other Transaction Documents will be enforceable in accordance with their terms upon execution and delivery to Seller, in each case, subject to (a) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and (b) the remedy of specific performance and injunctive and other forms of equitable relief.

**5.02 Finder's Fees and Commissions**. Buyer does not have any liability or obligation to pay any fees or commissions to any broker, finder or other agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

**5.03 Funding**. Buyer has sufficient unrestricted, non-contingent funding to enable Buyer to deliver the Purchase Price in the manner required and specified in Section 2.02.

**5.04 Authorizations**. No Authorization is needed by Buyer for the execution, delivery, or performance of this Agreement and the consummation of the transactions contemplated hereby, except as set forth in Schedule 5.04.

**5.05 Litigation and Claims**. There is no Action pending or, to the Knowledge of Buyer, threatened against or involving Buyer which questions or challenges the validity of this Agreement or any action to be taken pursuant hereto, except as set forth in Schedule 5.05.

**5.06 Organization and Good Standing**. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of New Jersey and is duly authorized to do business therein.

**5.07 Violations/Breaches**. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not violate any law, rule or regulation or order, judgment, or decree binding on Buyer and will not result in a breach of any term of the certificate of incorporation or by-laws of Buyer or of any contract, agreement or other instrument to which Buyer is a party.

## ARTICLE VI

## COVENANTS

**6.01 Operation of the Business Prior to Closing.** Except as set forth in Schedule 6.01, where not material and except for actions taken pursuant to the prior consent of Buyer, Seller from the date of this Agreement until the Closing will:

(a) conduct the Business in the ordinary course consistent with past practice;

(b) not transfer any of the Acquired Assets;

(c) continue to meet the contractual obligations of, and pay obligations relating to, the Business as they mature in the ordinary course;

(d) maintain in the ordinary course the business relations of Seller with its suppliers, business customers and other with whom they have business relations in connection with the Business; and

(e) not make any new elections (or changes in current elections) with respect to Taxes affecting the Acquired Assets or the Business.

**6.02 Efforts to Close.**

(a) Seller will use all commercially reasonable efforts to cause all of the conditions, as specified in Article VIII of this Agreement, to the obligations of the others to consummate the transactions contemplated hereby to be met as soon as practicable after the date of this Agreement. Buyer will use commercially reasonable efforts to cause all of the conditions, as specified in Article VII of this Agreement, to the obligations of the others to consummate the transactions contemplated hereby to be met as soon as practicable after the date of this Agreement.

(b) Seller and Buyer will comply fully with all applicable notification, reporting and other requirements of the European Commission and the Federal Trade Commission. Seller and Buyer, within ten (10) Business days after the date of this Agreement, will file the required notifications with the European Commission and the Federal Trade Commission pursuant to and in compliance with the Antitrust Laws. Seller and Buyer will as soon as practicable file any additional information reasonably requested by any Governmental Entity.

(c) Seller will use diligent efforts to obtain, as soon as practicable, the Authorizations that may be or become necessary for the performance of its obligations under this Agreement and the consummation of the transactions contemplated hereby. Buyer will use diligent efforts to obtain, as soon as practicable, the Authorizations that may be or become necessary for the performance of its respective obligations under this Agreement and the consummation of the transactions contemplated hereby. In connection with the foregoing, each party will cooperate fully with the other to obtain such Authorizations, and agrees to make any amendments or modifications to the Transaction Documents to the extent such amendments or modifications are required by the Federal Trade Commission, the European Commission and their respective staffs to obtain such Authorizations; provided that in the event any amendment or modification adversely affects the rights and remedies of Buyer under the Transaction Documents, Seller will indemnify, defend and hold harmless Buyer for any claims, losses, liabilities, damages, costs and expenses suffered as a result thereof, including but not limited to the impairment of overall value of the Business. Notwithstanding anything in this Section 6.02 to the contrary, and except as set forth in the Transaction Documents as of the date of such agreements, in no event shall Buyer or any of its Affiliates (i) be required to agree to any prohibition of or limitation on the ownership or operation of any portion of their respective businesses or assets, (ii) be required to divest, hold, separate or otherwise dispose of any portion of its or their respective businesses or assets, or (iii) be limited in its ability to communicate with or respond to queries or requests for information from any Governmental Entities regarding the Business or the transactions contemplated hereby in a candid and forthcoming manner.

(d) Unless and until Seller receives notice from the Federal Trade Commission that Buyer is not an acceptable purchaser of the Acquired Assets in connection with The Procter & Gamble Company's ("P&G") merger with Seller, Seller agrees that the Transaction Documents will be the only agreements relating to the sale of the Business that will be submitted after the date hereof by Seller and/or P&G in connection with any Governmental Entity's investigation of P&G's merger with or acquisition of Seller and will be submitted to the Federal Trade Commission in a timely manner to facilitate such investigation.

**6.03 Bulk Transfer Laws**. Buyer waives compliance by Seller with any laws relating to bulk transfers and bulk sales applicable to the transactions contemplated by this Agreement

**6.04 Confidentiality.**

(a) Except to the extent contrary to the terms of this Agreement, the terms of the Confidential Disclosure Agreement dated August 2, 2005 between Seller and Buyer (the "Confidentiality Agreement") are hereby incorporated by reference and will continue in full force and effect until the Closing, at which time such Confidentiality Agreement will terminate only in respect of that portion of the Evaluation Material (as defined in the Confidentiality Agreement) which relates to the Business. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement will continue in full force and effect in accordance with its terms. Under all circumstances, the Confidentiality Agreement will continue in full force and effect with respect to that portion of the Evaluation Material not related to the Business.

(b) Except as otherwise expressly permitted by any of the Transaction Documents, Seller and Buyer will not disclose the terms of the Transaction Documents to any Person other than such directors, officers, shareholders, employees and attorneys of Seller, Buyer, their respective Affiliates and their respective financial advisors, or such other Persons acting on behalf of or in the interests of Seller, Buyer and their respective Affiliates to whom disclosure of the terms of this Agreement is necessary for the consummation of the transactions contemplated hereby or the operation of the Business. Any disclosure permitted by this Section 6.04(b) will be made on a confidential basis.

(c) Notwithstanding anything to the contrary in this Agreement, Seller, Buyer and their respective Affiliates may disclose the terms of this Agreement to any Person, whether by providing such Person with photocopies of all or portions thereof or otherwise: (i) to the extent required by applicable laws, rules or regulations; (ii) as may be required in the reasonable opinion of Seller, Buyer, or their respective Affiliates, as the case may be, in connection with the consummation of the transactions contemplated by this Agreement; (iii) as may be required, in the reasonable opinion of Seller, Buyer, or their respective Affiliates, as the case may be, in the defense of Seller, Buyer, or their respective Affiliates in any Action; or (iv) as may be requested by any Governmental Entity in connection with or related to the consummation of the merger between Seller and The Proctor & Gamble Company.

(d) If this Agreement is, for any reason, terminated prior to the Closing, Buyer will promptly return to Seller all copies of Evaluation Material in its possession or in the possession of any Person acting on behalf of or in the interests of Buyer or its Affiliates; provided, however, that the portion of the Evaluation Material which consists of analyses, compilations, studies or other documents prepared by Buyer or its Affiliates or any Person acting on their behalf or in their interest will be destroyed and such destruction will be confirmed in writing to Seller.

(e) Any press releases, public announcements or similar publicity with respect to this Agreement or the transactions contemplated hereby must be approved by Seller and Buyer in advance, provided that such approval may not be unreasonably withheld or delayed, and further provided that nothing herein will prevent Seller or Buyer or their respective Affiliates, upon reasonable notice to the others, from making public announcements to comply with the requirements of law or any listing agreement with any national securities exchange or to inform their respective employees of the transactions contemplated by this Agreement.

(f) Seller agrees to hold in confidence and not to disclose to any third party any confidential or proprietary information of the Business (the "Confidential Business Information"). Seller shall preserve the confidentiality of the Confidential Business Information and, until the Consent Decree terminates, Seller, its Affiliates and their respective employees and agents shall not use such Confidential Business Information except as necessary in order to carry out the purposes of the Transaction Documents or as otherwise permitted under the Consent Decree. The provisions of this Section 6.04(f) shall not apply to:

(i) such of the Confidential Business Information that is part of the public domain prior to the date of this Agreement;

(ii) such of the Confidential Business Information that becomes a part of the public domain after the date of this Agreement without breach of this Agreement by Seller;

(iii) such of the Confidential Business Information that is disclosed to Seller or its Affiliates by a third party with the right to make such disclosure without imposing on Seller or its Affiliates any obligation of confidentiality;

(iv) such of the Confidential Business Information related to the Rembrandt Products that The Procter & Gamble Company can demonstrate it obtained without the assistance of Seller prior to October 1, 2005, *provided that* such information was not obtained from a source that was bound by confidentiality not to disclose such information;

(v) such of the Confidential Business Information that Seller or its Affiliates is required by law or the rules and regulations of any applicable stock exchange to disclose; and

(vi) such of the Confidential Business Information for which written permission to discuss or to make use of is obtained by Seller from Buyer, in which case Seller undertakes to use its reasonable best efforts to ensure that all of its employees to whom such Confidential Business Information is disclosed apply all necessary precautions to safeguard and preserve its confidential status.

(g) Without limiting the applicability or scope of Section 6.04(f), Seller shall not disclose any Confidential Business Information to any employees of Seller, Seller's Affiliates or Seller's assignee(s) who are engaged in researching, developing, manufacturing, marketing or selling products that compete with the Rembrandt Products. Seller (including its successors and assigns) will be responsible for any breach of this Agreement by its employees or agents.

(h) Following the Closing, in the event that Seller is legally compelled to disclose any of the Confidential Business Information, Seller shall provide Buyer with prompt written notice of such requirement to permit Buyer to seek a protective order or other appropriate remedy, should it so choose. In the event that such protective order or other remedy is not obtained by Buyer, Seller shall use its commercially reasonable efforts to obtain assurance that such Confidential Business Information will be treated as confidential by the party to whom it is being disclosed.

(i) Seller shall provide a written or emailed notification of the restrictions on the use of the Confidential Business Information by Seller's personnel to all of Seller's employees (i) who are or were involved in the research, development, manufacturing, distribution, marketing or sale of the Rembrandt Products, or (ii) who may otherwise possess any Confidential Business Information.

(j) The provisions of Sections 6.04(f) through (i) will terminate upon the earlier of the termination of the Consent Decree or termination of this Agreement.

(k) Seller shall not enforce any agreement against a third party or Buyer to the extent that such agreement may limit or otherwise impair the ability of the Buyer to acquire the Technology related to Rembrandt Products or related Equipment from the third party. Such agreements include, but are not limited to, agreements with respect to the disclosure of Confidential Business Information related to such Technology.

(l) Not later than ten (10) days after the Closing Date, Seller shall grant a release to each third party that is subject to an agreement as described in Section 6.04(k), above, that allows the third party to provide the relevant Technology or related Equipment to the Buyer. Within five (5) days of the execution of each such release, Seller shall provide a copy of the release to the Buyer.

**6.05 Cooperation in Litigation**. For a period of three (3) years after the Effective Time, Seller and Buyer will, in the defense of any third-party Action relating to the Business, make available during normal business hours, but without unreasonably disrupting their respective businesses, all personnel and records of the Business reasonably necessary to permit the effective defense or investigation of such Action. If information other than that pertaining to the Business is contained in such records, Seller and Buyer will either agree that such information may be omitted or redacted by the producing party, or will enter into appropriate secrecy commitments to protect such information.

**6.06 Cooperation in Tax Matters.** Seller will make available during normal business hours, but without unreasonably disrupting their respective businesses, all personnel and records of the Business and the Acquired Assets reasonably necessary in connection with the filing of any Tax return, amended return, Tax election or claim for refund; determining a liability for Taxes or a right to refund for Taxes; or in conducting an audit or other proceeding in respect of Taxes.

**6.07 Cooperation of Third Persons.** Where the cooperation of third parties such as insurers or trustees would be necessary in order for a party to completely fulfill its obligations under the Transaction Documents, such party will use all reasonable efforts to cause such third Persons to provide such cooperation. Seller and Buyer have attempted to identify all of their respective Affiliates that should be parties to this Agreement and, as applicable, the other Transaction Documents, and have caused such Affiliates to become parties to this Agreement and, as applicable, any other Transaction Documents. If any Affiliate of Seller or Buyer is not a party to this Agreement or, as applicable, any other Transaction Documents, and such Affiliate should have been a party hereto or thereto to carry out the purpose hereof or thereof, then Seller or Buyer, as applicable, will cause such Affiliate to become a party hereto or thereto or cause such Affiliate to undertake such actions as if such Affiliate were such a party, in each case, with such Affiliate being deemed to be, as applicable, a "Seller," "Buyer," "Supplier," etc.

**6.08 Expenses and Transfer Taxes.**

(a) Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, each of Seller and Buyer will bear its own costs and expenses. Notwithstanding the preceding sentence, all transfer, documentary, sales, use, stamp, registration and other such Taxes other than VAT (or similar Tax) incurred in connection with this Agreement shall be shared equally between Seller and Buyer. Notwithstanding the foregoing, if any penalty is incurred in connection with this Agreement on account of negligent or willful misconduct, the responsible party will be solely liable for the penalty.

(b) The Purchase Price will be exclusive of any VAT or similar Tax and other applicable transfer taxes. If any VAT or similar Tax is chargeable in respect of any part of the Purchase Price, then Buyer will, upon being supplied by Seller with a valid VAT or similar Tax invoice or its equivalent, promptly pay the amount of any such VAT or similar Tax.

**6.09 Intellectual Property Assignment/Recordation/Maintenance.**

(a) Buyer will be responsible for, and will pay all expenses (whether incurred before or after the Effective Time) involved in notarization, authentication, legalization and/or consularization of the signatures of Buyer's representatives on the Trademark Assignment, Patent Assignment and Trademark and Patent assignment documents, by country, and recording such assignment documents with the appropriate Governmental Entities. Draft assignment documents, by country, will be provided by Buyer, at Buyer's expense, for approval by Seller. Seller will be responsible for, and will pay all expenses (whether incurred before or after the Effective Time) involved in notarization, authentication, legalization and/or consularization of the signatures of Seller's representatives on all assignment documents. Buyer will cause the recording of all assignment documents within six months after the date of this Agreement.

(b) Seller will pay all expenses related to the maintenance of Acquired Patents for six (6) months after the Closing Date, and Buyer will reimburse Seller for such expenses. After this six (6) month period, Buyer will be solely responsible for maintenance of Acquired Patents. Buyer will be responsible for, and will pay all expenses related to the maintenance of Trademarks after the Closing Date. If Seller receives any bills or invoices for expenses related to the maintenance of Trademarks after the Closing Date, then Seller will promptly forward to Buyer such bills or invoices for payment by Buyer.

(c) Seller will pay all bills and invoices for Trademark and Patent expenses which are received after the Effective Time but which relate to work performed for the benefit of Seller before the Effective Time or to maintain the Trademarks and Acquired Patents prior to the Effective Time. The phrase "work performed for the benefit of Seller" will not include any work, whether performed before or after the Effective Time, related to the transfer of the Trademarks, Acquired Patents and the Contracts and certain purchase orders, contracts, agreements and other obligations described in section 6.13 and related thereto to Buyer, other than that specifically assumed by Seller pursuant hereto.

**6.10 Additional Documents.** From time to time after the Closing, Seller and Buyer will execute and deliver, without further consideration, such documents as any of them may reasonably request, in such form as may be appropriate, if necessary or advisable in connection with the consummation of the transactions contemplated by this Agreement, including, without limitation, assignment and assumption agreements with respect to the purchase orders, contracts, agreements and other obligations described in Section 6.13.

**6.11 Tax Records.** Buyer will preserve and keep all Books and Records received from Seller relating to Tax matters of the Business ("Tax Records") until the expiration of the appropriate statutes of limitations with respect to such Tax matters. Until such expiration, representatives of Seller will, upon reasonable notice, have access to such Tax Records during normal business hours to, examine, inspect and copy them. After such expiration, but prior to disposal, Buyer will inform Seller of its intent to dispose of any Tax Records, and will provide Seller with a reasonable opportunity to obtain such Tax Records as they deem appropriate.

**6.12 Use of Excluded Assets, Seller's Names or Reputation/Packaging Materials.** Except as specifically set forth herein and the Transaction Documents, Buyer will not operate the Business utilizing, based on or taking advantage of the name, reputation or corporate goodwill of Seller. Buyer will maintain quality standards for Current Rembrandt Products similar to those maintained by Seller at the time of the Closing for so long as Buyer continues to use any packaging, advertising, sales or promotional materials bearing the corporate names, product identification numbers or consumer information telephone numbers of Seller.

**6.13 Assignment, Assumption and Consent.** Buyer acknowledges and agrees that Seller, after the execution of this Agreement and subject to the terms and conditions of the Transaction Documents, may enter into new purchase orders, contracts, agreements or other obligations related to the Business, all as necessary or advisable for Seller to operate the Business between the date of this Agreement and the Closing.

**6.14 Additional Records**. At Closing, Seller will provide to Buyer copies of the books, records or other documents, if any, which are not exclusively related to the Business, but which are used in the Business consistent with Seller's past practices (such copies, the "Additional Records"). Seller may redact from such copies any information which does not relate to the Business and Buyer will have the right to use such copies in connection with its operation and ownership of the Business and will have access to the original documents under circumstances where copies of documents are insufficient for evidentiary or regulatory purposes.

**6.15 Product Returns**. Subject to Section 1.06(g), Buyer will assume responsibility for all returns of Rembrandt Products returned after the date which is three (3) months after the Effective Date. No party hereto nor its Affiliates will undertake any action to encourage returns of Rembrandt Products other than in the ordinary course of business.

**6.16 Removal of Assets**. Except as set forth in the Transitional Services Agreement, all tangible Acquired Assets will be moved by Buyer within thirty (30) calendar days after Closing from Seller's premises, at Buyer's expense and in a manner so as to not unreasonably interfere with Seller's operations and to not cause damage to such premises; provided, however, Seller will be entitled to retain (a) copies, made at Seller's expense, of Books and Records related to the Trademarks and the Acquired Patents to the extent necessary to perform the obligations set forth in Section 6.09 or (b) copies of Books and Records as necessary for compliance with applicable law or Seller's retention policies. Buyer

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will arrange for the removal of any Acquired Assets not located on Seller's premises with the owner of the premises where such Acquired Asset is located. Seller agrees to promptly destroy all inventories of finished Current Rembrandt Products with less than twelve (12) months of expiration dating as of the Effective Time.

6.17 **Coupons**. Seller will remain liable for redemption of and administrative costs relating to all coupons distributed before, but redeemed after, the Closing Date.

6.18 **Board of Health Registrations**. For a period of six months, Seller will use reasonable efforts to cooperate with Buyer in connection with (a) notifying any Board of Health of the transactions contemplated by this Agreement and (b) effecting the change in ownership of the Business in all Board of Health Registrations exclusively related to the Business.

6.19 **Insurance; Risk of Loss**. Buyer acknowledges and agrees that effective on the Closing Date, all insurance policies and coverages provided or made available by Seller to or for the benefit of the Business will terminate and Buyer will, at Buyer's sole cost and expense, be responsible for making any and all necessary or appropriate arrangements for the provision of insurance coverage and similar matters for or relating to the Business. All risk of loss in respect of the Acquired Assets and operation of the Business will be assumed by Buyer as of the Effective Time.

6.20 **Contingent Payments**. Notwithstanding anything to the contrary in the Transaction Documents, Seller shall remain responsible and liable for all contingent, royalty or any other payments related to Seller's or any of its Affiliate's acquisition of the Business.

6.21 **Closing Financial Information.** No later than the twentieth (20th) calendar day following the end of each calendar month prior to the Closing, Seller will provide to Buyer the following updated financial information: (i) the Unaudited Summary Direct Contribution Income Statements of the United States Business for the period January 1, 2005 to the last whole calendar month before the Closing Date and (ii) the monthly gross sales information on a per SKU basis for each calendar month of 2005 up to and including the last full month before the Closing Date. In addition, at the Closing, Seller will provide to Buyer a list of the Acquired Assets described in Section 1.01(a) as of the first day of the last whole month before the Closing Date.

6.22 **Settlement of Disputed Trademarks.** Seller shall use all commercially reasonable efforts to obtain rights to register the trademarks set forth on Schedule 6.22 (the "Disputed Trademarks") and include them in the Acquired Assets. If Seller does not convey rights to register to the Disputed Trademarks to Buyer at the Closing, the Purchase Price shall be reduced by $1,000,000.

**6.23 Certain Domain Names.** Following the Closing, neither Seller nor any of its Affiliates will use or transfer to any third party either of the following domain names: "oralbrembrandt.com" or "oral-brembrandt.com."

**6.24 Efficacy Testing.** Seller shall use its commercially reasonable efforts to complete the testing described in Item 1 of Schedule 4.11 no later than December 2, 2005 in accordance with the terms of the Transitional Services Agreement.

**6.25 Product Licensed Intellectual Property**

(a) To the extent that Product Licensed Intellectual Property exists as of the Closing Date, Seller hereby grants to Buyer a non-exclusive, perpetual, irrevocable, fully paid-up and royalty-free license(s), with rights to sublicense, to all Product Licensed Intellectual Property, to use, make, distribute, offer for sale, promote, advertise, sell, import, export, or have used, made, distributed, offered for sale, promoted, advertised, sold, imported, or exported the Rembrandt Products worldwide.

(b) Nothing in this Agreement shall be deemed to create a presumption that any Product Licensed Intellectual Property exists as of the date of this Agreement or will exist as of the Closing Date.

## ARTICLE VII

## CONDITIONS TO SELLER'S OBLIGATION TO CLOSE

All obligations of Seller to sell the Acquired Assets, to transfer the Business, and to perform any other action at the Closing are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, any of which may be waived by Seller in whole or in part without notice of such waiver to Buyer.

**7.01 Authorizations/Waiting Periods.** All Authorizations to be obtained by Buyer legally required for the Closing will have been obtained, except where failure to obtain such Authorizations will not have a material adverse effect on Seller or Buyer following consummation of the transactions contemplated hereby.

**7.02 No Injunction/Order.** No preliminary or permanent injunction or other order will have been issued on Buyer or its Affiliates that prohibits or would make unlawful the consummation of the transactions contemplated by this Agreement.

**7.03 Performance of Buyer's Obligations.** Buyer will have fully performed in all material respects all commitments required by this Agreement to be performed prior to Closing and will have tendered at the Closing the Purchase Price and the documents required in Section 3.01(b) and (c).

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**7.04 Buyer's Representations and Warranties True**. All representations and warranties of Buyer contained in this Agreement (without giving effect to materiality or Materiality contained in such representation or warranty) will be true and correct as of the Closing, except where not Material.

## ARTICLE VIII

## CONDITIONS TO BUYER'S OBLIGATION TO CLOSE

All obligations of Buyer to purchase the Acquired Assets, to assume the Assumed Liabilities, and to perform any other action at the Closing are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, any of which may be waived by Buyer in whole or in part without notice of such waiver to Seller.

**8.01 Authorizations/Waiting Periods**. All Authorizations to be obtained by Seller legally required for the Closing will have been obtained, except where failure to obtain such Authorizations will not have a material adverse effect on Seller or Buyer following consummation of the transactions contemplated hereby.

**8.02 No Injunction/Order**. No preliminary or permanent injunction or other order will have been issued on Seller or its Affiliates that prohibits or would make unlawful the consummation of the transactions contemplated by this Agreement.

**8.03 Performance of Seller's Obligations**. Seller will have fully performed in all material respects all commitments required by this Agreement to be performed prior to Closing and will have tendered at the Closing the documents required in Section 3.01(a) and (c).

**8.04 Seller's Representations and Warranties True**. All representations and warranties of Seller contained in this Agreement (without giving effect to materiality or Materiality contained in such representation or warranty) will be true and correct as of the Closing, except where not Material.

## ARTICLE IX

## INDEMNIFICATION AND ARBITRATION

**9.01 Indemnification by Seller.**

(a) Subject to the terms and conditions of this Agreement, Seller will defend, indemnify and hold Buyer harmless from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation reasonable fees and expenses of attorneys incurred in investigation or defense of any third-party Action, but excluding fees, costs and expenses of attorneys, accounts, consultants and other experts and witnesses incurred in the investigation or prosecution of any non-third-party Action) arising out of or related to an Excluded Liability or breach of a

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representation and warranty or covenant of Seller in any Transaction Document.

(b) Promptly after receipt by Buyer of notice of any third-party Action in respect of which indemnity may be sought against Seller hereunder (for purposes of this Section 9.01, a "Buyer's Assertion"), Buyer will notify Seller in writing of the Buyer's Assertion, but the failure to so notify Seller will not relieve Seller of any liability they may have to Buyer, except to the extent Seller has suffered actual prejudice thereby. Seller will be entitled to participate in and, to the extent Seller elects by written notice to Buyer within thirty (30) days after receipt by Seller of notice of such Buyer's Assertion, to assume the defense of such Buyer's Assertion, at Seller's own expense, with counsel chosen by it which will be reasonably satisfactory to Buyer. With respect to any such Buyer's Assertion, Buyer will promptly provide Seller with: (i) notice and copies of any documents served upon Buyer; and (ii) all reasonable cooperation which Seller deems necessary to defend such Buyer's Assertion, including, without limitation, providing Seller and its outside attorneys access to any potentially-relevant documents, information, or individuals within the control of Buyer, other than any privileged documents. If business information of Buyer other than that pertaining to the Business is contained in such documents or information, Seller and Buyer will enter into appropriate secrecy commitments to protect such documents or information. Notwithstanding that Seller may have elected by written notice to assume the defense of any Buyer's Assertion, Buyer will have the right to participate in the investigation and defense thereof, with separate counsel chosen by Buyer, but in such event the fees and expenses of such separate counsel will be paid by Buyer.

(c) Notwithstanding anything in this Section 9.01 to the contrary: (i) Seller will have no obligation with respect to any Buyer's Assertion if, in connection therewith, Buyer, without the written consent of Seller, settles or compromises any Action or consents to the entry of any judgment; and (ii) Seller will not, without the written consent of Buyer with respect to any Buyer's Assertion: (A) settle or compromise any Action or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to Buyer of a duly executed written release of Buyer from all liability in respect of such Action, which release will be reasonably satisfactory in form and substance to counsel for Buyer; or (B) settle or compromise any Action in any manner that, in the reasonable judgment of Buyer or its counsel, will materially adversely affect Buyer other than as a result of money damages or other money payments.

(d) Upon the payment of any settlement or judgment pursuant to this Section 9.01 with respect to any Buyer's Assertion, Seller will be subrogated to all



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rights and remedies of Buyer against any third party in respect of such Buyer's Assertion to the extent of the amount so paid by Seller.

(e) Except as expressly set forth in a Transaction Document, this Article IX will be Buyer's exclusive source of recovery against Seller with respect to the matters covered hereby.

**9.02 Indemnification by Buyer.**

(a) Subject to the terms and conditions of this Agreement, Buyer will defend, indemnify and hold Seller harmless from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation reasonable fees and expenses of attorneys incurred in investigation or defense of any third-party Action, but excluding fees, costs and expenses of attorneys, accountants, consultants and other experts and witnesses incurred in the investigation or prosecution of any non-third-party Action) arising out of or related to an Assumed Liability or breach of a representation and warranty or covenant of Buyer in any Transaction Document.

(b) Promptly after receipt by Seller of notice of any third-party Action in respect of which indemnity may be sought against Buyer hereunder (for purposes of this Section 9.02, a "Seller's Assertion"), Seller will notify Buyer in writing of the Seller's Assertion, but the failure to so notify Buyer will not relieve Buyer of any liability it may have to Seller, except to the extent Buyer has suffered actual prejudice thereby. Buyer will be entitled to participate in and, to the extent Buyer elects by written notice to Seller within thirty (30) days after receipt by Buyer of notice of such Seller's Assertion, to assume the defense of such Seller's Assertion, at Buyer's own expense, with counsel chosen by it which will be reasonably satisfactory to Seller. With respect to any such Seller's Assertion, Seller will promptly provide Buyer with: (i) notice and copies of any documents served upon Seller; and (ii) all reasonable cooperation which Buyer deems necessary to defend such Seller's Assertion, including without limitation providing Buyer and its outside attorneys access to any potentially-relevant documents, information, or individuals within the control of Seller, other than any privileged documents. If business information of Seller other than that pertaining to the Business is contained in such documents or information, Seller and Buyer will enter into appropriate secrecy commitments to protect such documents or information. Notwithstanding that Buyer may have elected by written notice to assume the defense of any Seller's Assertion, Seller will have the right to participate in the investigation and defense thereof, with separate counsel chosen by Seller, but in such event the fees and expenses of such separate counsel will be paid by Seller.

(c) Notwithstanding anything in this Section 9.02 to the contrary: (i) Buyer will have no obligation with respect to any Seller's Assertion if, in connection therewith, Seller, without the written consent of Buyer, settles or compromises any Action or consent to the entry of any judgment; and (ii) Buyer will not, without the written consent of Seller with respect to any Seller's Assertion: (A) settle or compromise any Action or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to Seller of a duly executed written release of Seller from all liability in respect of such Action, which release will be reasonably satisfactory in form and substance to counsel for Seller; or (B) settle or compromise any Action in any manner that, in the reasonable judgment of Seller or its counsel, will materially adversely affect Seller other than as a result of money damages or other money payments.

(d) Upon the payment of any settlement or judgment pursuant to this Section 9.02 with respect to any Seller's Assertion, Buyer will be subrogated to all rights and remedies of Seller against any third party in respect of such Seller's Assertion to the extent of the amount so paid by Buyer.

(e) Except as expressly set forth in a Transaction Document, this Article IX will be Seller's exclusive source of recovery against Buyer with respect to the matters covered hereby.

**9.03 Dispute Resolution.**

(a) Any dispute, controversy, claim, action, litigation, suit or cause of action asserted by Seller against Buyer or by Buyer against Seller (a "Claim") arising out of or related to the Transaction Documents, including without limitation any Claim for indemnification pursuant to Article IX hereof or any issue as to whether or not a Claim is subject to arbitration, will be resolved pursuant to the procedures described in this Section 9.03.

(b) Should any Claim arise, Seller and Buyer will first attempt to resolve such Claim by entering into good faith negotiations by or among their appropriate employees or officers. Such negotiations will commence as soon as practicable after Seller and Buyer have each received notice of such Claim, but no later than ten (10) days after such receipt, and will terminate thirty (30) calendar days after such commencement. During negotiations, Seller and Buyer will not have the right to any discovery, unless agreed by Seller and Buyer.

(c) Any Claim which has not been resolved pursuant to Section 9.03(b) of this Agreement will be referred to good faith negotiations by or among one or more Vice Presidents of Seller and Buyer. Such negotiations will commence as soon as practicable after termination of the negotiations described in Section 9.03(b), but not later than ten (10) business days thereafter, and will terminate thirty (30) calendar days after such commencement. During the negotiations, Seller and Buyer will not have the right to any discovery, unless agreed by Seller and Buyer.

(d) Any Claim which has not been resolved pursuant to Section 9.03(c) of this Agreement will be resolved by arbitration. The arbitration will be conducted by three arbitrators, the first to be appointed by Seller, the second to be appointed by Buyer, and the third to be appointed by the two arbitrators selected by Seller and Buyer. In the event that the arbitrators appointed by the parties cannot reach agreement on a third arbitrator, the third arbitrator shall be appointed by the American Arbitration Association pursuant to its rules. The arbitration will be held in New York, New York, English will be the governing language, and the arbitration will be conducted in accordance with the rules of the American Arbitration Association, except that the rules set forth in this Section 9.03(d) will govern such arbitration to the extent they conflict with the rules of the American Arbitration Association. Seller and Buyer will use their best efforts to cause the arbitration to be conducted in an expeditious manner and to be completed within sixty (60) days after selection of the third arbitrator. In the arbitration, New York law will govern, except to the extent that those laws conflict with the rules of the American Arbitration Association and the provisions of this Section 9.03(d). There will be no discovery, except as the arbitrators permit following a determination by the arbitrators that the person seeking such discovery has a substantial, demonstrable need. All other procedural matters will be within the discretion of the arbitrators. In the event a Person fails to comply with the procedures in any arbitration in a manner deemed material by the arbitrators, the arbitrators will fix a reasonable period of time for compliance and, if the Person does not comply within said period, a remedy deemed just by the arbitrators, including an award of default, may be imposed. The determination of the arbitrators will be final and binding on the Seller and Buyer. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(e) The parties hereto agree that money damages or other remedy at law may not be a sufficient or adequate remedy for any breach or violation of, or a default under, any of the Transaction Documents by them and that in addition to all other remedies available to them, each of them may be entitled to the fullest extent permitted by law to an injunction restraining such breach, violation or default or threatened breach, violation or default and to any other equitable relief, including, without limitation, specific performance, without bond or other security being required.

**9.04 Damage Limitations.**

(a) Notwithstanding anything to the contrary in the Transaction Documents, none of Seller nor Buyer will be permitted to recover any consequential, indirect, or punitive damages arising out of or related to the Transaction Documents, regardless of the form of the Claim, including without limitation Claims for indemnification, tort, breach of contract, warranty, representation or covenant.

(b) Notwithstanding anything to the contrary in the Transaction Documents, neither party shall have any liability for indemnification under Article IX until the total of all of the other party's damages with respect to such matters exceeds $1,000,000 (the "Basket"), in which case such party shall be entitled to indemnification for such party's damages in excess of the Basket; provided, however, that in no event will Seller's or Buyer's aggregate liability for indemnification exceed a total of sixty percent (60%) of the Purchase Price (the "Cap"). Notwithstanding the foregoing, neither the Basket nor the Cap will apply to any (A) Excluded Liabilities or Assumed Liabilities or (B) breaches of the representations or warranties of (1) Seller contained in Section 4.09 or (2) Buyer contained in Section 5.03.

(c) In the event any Claim or Action hereunder results in a Tax benefit or is an insured loss to the indemnified Person, the indemnifying Person will be entitled to a credit against any liability thereunder in the amount by which any Taxes of the indemnified Person will be reduced by reason of any deduction or adjustment allowed the indemnified Person for any payment, settlement or satisfaction of such claim, as well as in the amount of and to the extent of any insurance proceeds to which the indemnified Person is entitled.

## ARTICLE X

## TERMINATION AND ABANDONMENT

**10.01 Termination.** This Agreement may be terminated at any time prior to closing by Seller or Buyer, (a) if any Governmental Entity has issued a final, non-appealable order, decree or ruling permanently enjoining or prohibiting the consummation of the transactions contemplated by this Agreement or (b) if the transactions contemplated hereby have not been consummated within three (3) months after the date of this Agreement; provided, however, that neither Buyer nor Seller will be entitled to terminate this Agreement pursuant to this Section 10.01(b) if such Person's breach of this Agreement has prevented the consummation of the transactions contemplated hereby.

**10.02 Procedure and Effect of Termination.** In the event of termination of this Agreement and abandonment of the transactions contemplated hereby pursuant to Section 10.01 hereof, written notice thereof will promptly be given to all parties and this Agreement will terminate and the transactions contemplated hereby will be abandoned, without further action by any of the Seller, or Buyer, and without additional liability on the part of any of them or their Affiliates, directors, officers, shareholders, employees, contractors and agents, except for Sections 6.04, 6.08,

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9.03, 9.04 and 11.04 and any definitions pertaining thereto, which sections will continue indefinitely to bind the parties as necessary to effectuate their purpose. Nothing contained in this Section 10.02 will release Seller or Buyer from liability for any breach of this Agreement prior to its termination.

## ARTICLE XI

## MISCELLANEOUS

11.01 **Amendment and Modification**. The Transaction Documents may be amended, modified, or supplemented only by the written agreement of Seller and Buyer. Seller and Buyer explicitly agree amendments, modifications and supplements to the Transaction Documents may be executed by Seller on behalf of any Affiliates of Seller.

11.02 **Waiver of Compliance**. Except as otherwise provided in the Transaction Documents, the failure by any Person to comply with any obligation, covenant, agreement or condition under such agreements may be waived by the Person entitled to the benefit thereof only by a written instrument signed by the Person granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. The failure of any Person to enforce at any time any of the provisions of such agreements will in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of such agreements or any part thereof or the right of any person thereafter to enforce each and every such provision. No waiver of any breach of such provisions will be held to be waiver of any other or subsequent breach.

11.03 **Survival of Representations and Warranties; Other Matters**. Each and every representation and warranty of Seller or Buyer contained in this Agreement will survive any investigation and will not be extinguished by the Closing, but will survive for a period of eighteen (18) months from the Closing Date except with respect to the representations and warranties set forth in Sections 4.01, 4.05, 4.07, 4.09 and 4.14, which shall survive indefinitely, and 4.06 and 4.15 which shall survive until the date that is sixty (60) days following the expiration of the applicable statute of limitations with respect to the matters addressed in such sections. No party may initiate any Claim nor will any party be responsible for any Action arising out of or related to a breach of a representation or warranty under this Agreement, regardless of the form of the Claim or Action, including, without limitation, indemnification, tort, breach of contract, warranty or representation, unless such Claim or Action is initiated prior to the expiration of the relevant representation or warranty.

**11.04 Notices.** All notices required or permitted pursuant to the this Agreement will be in writing and will be deemed to be properly given when actually received by the person entitled to receive the notice at the address stated below, or at such other address as a party may provide by notice to the other:

Seller:

The Gillette Company
Prudential Tower Building
Boston, MA 02199
Attention: General Counsel

With a copy to:
The Procter & Gamble Company
Attention: E.J. Wunsch
1 Procter & Gamble Plaza, C-2
Cincinnati, OH 45202
Fax: 513-983-4274

Buyer:

Personal Products Company
division, McNeil-PPC, Inc.
c/o Johnson & Johnson Consumer
Companies Inc.
199 Grandview Road
Skillman, NJ 08558

**Attention: VP of Business Development**

With a copy to:
Johnson & Johnson
Office of General Counsel
Attention: Clifford A. Birge, Esq.
One Johnson & Johnson Plaza
New Brunswick, New Jersey 08933
Fax: 732-524-2788

**11.05 Exhibits and Schedules; Incorporation by Reference.** The Schedules attached to this Agreement, each when delivered, are incorporated by reference into and made a part of this Agreement. The fact that any document, asset, item, action, entity, event, condition, claim, agreement, or other matter (hereinafter collectively referred to as "Matter") is set forth or described or referred to in any one or more exhibits or schedules will not be construed as a representation, warranty, acknowledgment or admission by any Person or as evidence that such Matter is, or may at any time be or have been, Material or in any way significant to the transactions contemplated by this Agreement.

**11.06 Successors and Assigns**. The Transaction Documents will be binding upon and will inure to the benefit of the signatories hereto and their respective successors and permitted assigns. Neither Seller nor Buyer may assign any of the Transaction Documents, or any of their rights or liabilities thereunder, without the prior written consent of the other parties thereto, provided that Seller and Buyer may so assign, in whole or in part, to one or more of their Affiliates. Any such assignment will not relieve the party making the assignment from any liability under such agreements.

**11.07 Entire Agreement**. The Transaction Documents constitute the entire agreement between the parties hereto with respect to the subject matter thereof and will supersede all previous negotiations, commitments, and writings with respect to such subject matter. Seller and Buyer make no representations or warranties, whether express or implied, other than those specifically set forth in the Transaction Documents and neither Seller or Buyer has relied on any representations or warranties, whether oral or written, other than those specifically set forth in the Transaction Documents.

**11.08 Severability**. The illegality or partial illegality of any or all of the Transaction Documents, or any provision thereof, will not affect the validity of the remainder of such agreements, or any provision thereof, and the illegality or partial illegality of any such agreements will not affect the validity of any such agreement in any jurisdiction in which such determination of illegality or partial illegality has not been made, except in either case to the extent such illegality or partial illegality causes such agreements to no longer contain all of the material provisions reasonably expected by the parties to be contained therein.

**11.09 Captions**. The captions appearing in the Transaction Documents are inserted only as a matter of convenience and as a reference and in no way define, limit or describe the scope or intent of such agreements or any of the provisions thereof.

**11.10 Counterparts**. This Transaction Documents may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one agreement.

**11.11 Governing Law**. The Transaction Documents will be governed by and construed in accordance with the laws of the State of New York, whether common law or statutory, without reference to the choice of law provisions thereof.

**11.12 No Publicity**. Buyer and Seller covenant and agree that, except as provided below, from and after the date hereof neither will make, issue or release any public announcement, press release, statement or acknowledgment of the existence of, or reveal publicly the terms, conditions and status of, the transactions contemplated herein, without the prior written consent of the other party as to the content and time of release of such statement or announcement and the media in which such statement or announcement is to be made;

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provided, however, that in the case of announcements, statements, acknowledgments or revelations which either party is required by law or pursuant to any listing or trading agreement or rules concerning its publicly traded securities to make, issue or release, the making, issuing or releasing of any such announcement, statement, acknowledgment or revelation by the party so required to do so by law shall not constitute a breach of this Agreement if such party shall have given, to the extent reasonably possible (without violating such law or listing or trading agreement or rules concerning such party's publicly traded securities), not less than two (2) business days prior notice to the other party, and shall have attempted, to the extent reasonably possible, to clear such announcement, statement, acknowledgment or revelation with the other party.



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# PATENT ASSIGNMENT

Pursuant to the Asset Sale and Purchase Agreement by and among The Gillette Company, a Delaware corporation ("Seller") and Personal Products Company division, McNeil-PPC, Inc. ("Buyer"), relating to Seller's Rembrandt business dated October 20, 2005 ("Agreement"), for good and valuable consideration to Seller paid by Buyer, receipt of which is hereby acknowledged and agreed, Seller hereby sells, conveys, assigns and transfers to Buyer all its right, title and interest in and to the following patents, patent registrations and patent applications:

> All patents, patent registrations and patent applications listed on Schedule 1.02 to the Agreement, a copy of which is attached hereto

to have and to hold the same. Subject to the Agreement, Seller hereby authorizes the Buyer to take any and all actions in connection with such patents, patent registrations and patent applications, in Buyer's own name and at the Buyer's expense. All capitalized terms used, but not defined herein, have the meanings set forth in the Agreement.

Date: December 21, 2005

The Gillette Company

By: Carol S Fischman
Name: CAROL S. FISCHMAN
Title: Assistant Secretary

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# SCHEDULES TO ASSET SALE AND PURCHASE AGREEMENT

Set forth below are the Schedules referred to in the Asset Sale and Purchase Agreement (the "Agreement"), dated October 20, 2005 between The Gillette Company, a Delaware corporation ("Gillette" or "Seller"), and Personal Products Company division, McNeil-PPC, Inc., a New Jersey corporation ("Buyer").

The Schedules attached hereto are subject to the following terms and conditions:

1. Unless the context otherwise requires, all capitalized terms used herein shall have the meanings given to such terms in the Agreement.
2. The inclusion of any fact, item, matter, circumstance, transaction or event on a Schedule herein is not deemed to be an admission or representation that the fact, item, matter, circumstance, transaction or event is or is not "material," and such inclusion shall not be deemed an acknowledgment that such fact, item, matter, circumstance, transaction or event is required to be disclosed pursuant to the Agreement.
3. Headings in the Schedules are inserted for convenience only and shall not create any representation regarding the completeness or accuracy of the organization of the information on such Schedules.

**IN WITNESS WHEREOF**, each of the signatories hereto has caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

| THE GILLETTE COMPANY | PERSONAL PRODUCTS COMPANY DIVISION, MCNEIL-PPC, INC. |
|---|---|
| By: Carol S Fischman | By: [signature] |
| Name Printed: CAROL S. FISCHMAN | Name Printed: Robert E. Kirby |
| Title: Deputy General Counsel and Assistant Secretary | Title: President |

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## Schedule 1.02

## Acquired Patents

List of Patents:

| Title | Country | Grant/App. Number | Grant/App. Date | Status |
|---|---|---|---|---|
| Toothpaste having low abrasion | PCT | US8701592 | 7/1/1987 | Application |
| Toothpaste having low abrasion | Australia | 599130 | 7/1/1987 | Granted |
| Toothpaste having low abrasion | Austria | 0319532 | 12/29/1993 | Granted |
| Toothpaste having low abrasion | Belgium | 0319532 | 12/29/1993 | Granted |
| Toothpaste having low abrasion | Canada | 1322726 | 10/5/1993 | Granted |
| Toothpaste having low abrasion | France | 0319532 | 12/29/1993 | Granted |
| Toothpaste having low abrasion | Germany | P3788651.7 | 12/29/1993 | Granted |
| Toothpaste having low abrasion | Great Britain | 0319532 | 12/29/1993 | Granted |
| Toothpaste having low abrasion | Italy | 0319532 | 12/29/1993 | Granted |
| Toothpaste having low abrasion | Japan | 2,628,666 | 4/18/1997 | Granted |
| Toothpaste having low abrasion | Luxembourg | 0319532 | 12/29/1993 | Granted |
| Toothpaste having low abrasion | Netherlands | 0319532 | 12/29/1993 | Granted |
| Toothpaste having low abrasion | Sweden | 87904774.4 | 12/29/1993 | Granted |
| Toothpaste having low abrasion | Switzerland | 0319532 | 12/29/1993 | Granted |
| Toothpaste having low abrasion | U.S. | 4986981 | 1/21/1991 | Granted |
| An Aqueous Non-Alcoholic Oral Rinse Containing Benzocaine and Carbomer | EPO | 00910268.2 | 2/23/2000 | Application |
| An Aqueous Non-Alcoholic Oral Rinse Containing Benzocaine and Carbomer | PCT | US00/04442 | 2/23/2000 | Application |
| An Aqueous Non-Alcoholic Oral Rinse Containing Benzocaine and Carbomer | US | 09/914178 | 8/23/2001 | Application |
| An Aqueous Non-Alcoholic Oral Rinse Containing Benzocaine and Carbomer | US | 60/121430 | 2/23/1999 | Application |



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| Title | Country | Grant/App. Number | Grant/App. Date | Status |
|---|---|---|---|---|
| Antibacterial Mouthwash | Australia | 702781 | 2/23/1998 | Granted |
| Antibacterial Mouthwash | Australia | 5626398 | 3/29/1995 | Application |
| Antibacterial Mouthwash | Australia | 5453894 | 3/29/1995 | Application |
| Antibacterial Mouthwash | Brazil | P/93073321 | 9/19/2000 | Granted |
| Antibacterial Mouthwash | Brazil | P/93073321 | 10/26/1993 | Application |
| Antibacterial Mouthwash | Brazil | 9307332 | 4/27/1995 | Application |
| Antibacterial Mouthwash | Canada | 2146330 | 4/25/2000 | Granted |
| Antibacterial Mouthwash | Canada | 2146330 | 10/26/1993 | Application |
| Antibacterial Mouthwash | EPO | 666,731 | 10/26/1993 | Granted |
| Antibacterial Mouthwash | Georgia | 002031 | 10/26/1993 | Granted |
| Antibacterial Mouthwash | Georgia | 002031 | 4/12/1995 | Application |
| Antibacterial Mouthwash | Japan | 6511299 | 4/28/1995 | Application |
| Antibacterial Mouthwash | Kazakhstan | 8025 | N/A | Granted |
| Antibacterial Mouthwash | Kazakhstan | 951613.1 | 10/26/1993 | Application |
| Antibacterial Mouthwash | Kazakhstan | 956131 | 4/26/1995 | Application |
| Antibacterial Mouthwash | Korea (South) | 0296414 | 5/10/2001 | Granted |
| Antibacterial Mouthwash | Korea (South) | 95-0701279 | 4/4/1995 | Application |
| Antibacterial Mouthwash | Korea (South) | 70127995 | 4/4/1995 | Application |
| Antibacterial Mouthwash | New Zealand | 257765 | 3/31/1995 | Application |
| Antibacterial Mouthwash | New Zealand | 257765 | 1/9/1997 | Granted |
| Antibacterial Mouthwash | Norway | 19951239 | 3/30/1995 | Application |
| Antibacterial Mouthwash | Norway | 308393 | 9/11/2000 | Granted |
| Antibacterial Mouthwash | PCT | 9310329 | 10/26/1993 | Application |
| Antibacterial Mouthwash | Poland | 173704 | 8/26/1997 | Granted |

| Title | Country | Grant/App. Number | Grant/App. Date | Status |
|---|---|---|---|---|
| Antibacterial Mouthwash | Poland | 308359 | 5/11/1995 | Application |
| Antibacterial Mouthwash | Poland | 308359 | 10/26/1993 | Application |
| Antibacterial Mouthwash | Russian Federation | 2125440 | N/A | Granted |
| Antibacterial Mouthwash | Russian Federation | 95114536 | 4/26/1995 | Application |
| Antibacterial Mouthwash | US | 08/967768 | 10/28/1992 | Application |
| Antibacterial Mouthwash | US | 08/453484 | 5/30/1995 | Application |
| Antibacterial Mouthwash | US | 5707610 | 1/13/1998 | Granted |
| Dental Bleaching Composition and Method of Use | US | 10/914,835 | 8/10/2004 | Application |
| Dentifrice Gel/Paste Compositions | PCT | US97/09023 | 5/30/1997 | Application |
| Dentifrice Gel/Paste Compositions | US | 08/640350 | 5/30/1996 | Application |
| Dentifrice Gel/Paste Compositions | US | 60/051847 | 5/30/1996 | Application |
| Dentifrice Gel/Paste Compositions | US | 6331291 | 12/18/2001 | Granted |
| Dentifrice Gel/Paste Compositions | US | 08/856606 | 5/15/1997 | Application |
| Desensitizing Bleach Gel | US | 6458340 | 10/1/2002 | Granted |
| Improved Desensitizing Bleaching Gel | US | 09/438663 | 11/12/1999 | Application |
| Improved Desensitizing Bleaching Gel | US | 60/108441 | 11/13/1998 | Application |
| Improved Desensitizing Bleaching Gel | US | 6548340 | 10/1/2002 | Granted |
| Stable Tooth Whitening Gels Containing High Percentages of Hydrogen Peroxide | US | 10/684472 | 10/15/2003 | Application |
| Stable Tooth Whitening Gels Containing High Percentages of Hydrogen Peroxide | US | 10/386656 | 3/13/2003 | Application |
| Stable Tooth Whitening Gels Containing High Percentages of Hydrogen Peroxide | US | 60/106076 | 10/29/1998 | Application |

| Title | Country | Grant/App. Number | Grant/App. Date | Status |
|---|---|---|---|---|
| Stable Tooth Whitening Gels Containing High Percentages of Hydrogen Peroxide | US | 655020 | 4/29/2003 | Granted |
| Stable Tooth Whitening Gels Containing High Percentages of Hydrogen Peroxide | US | 09/428910 | 10/28/1999 | Application |
| Stable Tooth Whitening Gels Containing High Percentages of Hydrogen Peroxide | US | 6824704 | 11/30/2004 | Granted |
| Starch Thickened Non-Aqueous Dentifrices | US | 6511654 | 1/28/2003 | Granted |
| Starch Thickened Non-Aqueous Dentifrices | US | 09/740982 | 12/21/2000 | Application |
| Starch Thickened Non-Aqueous Dentifrices | Australia | 773109 | 5/20/2004 | Granted |
| Starch Thickened Non-Aqueous Dentifrices | Canada | 2394865 | 12/21/2000 | Application |
| Starch Thickened Non-Aqueous Dentifrices | EPO | 00986666.6 | 12/21/2000 | Application |
| Starch Thickened Non-Aqueous Dentifrices | Japan | 2001546400 | 12/21/2000 | Application |
| Starch Thickened Non-Aqueous Dentifrices | Mexico | PA/a/2002/006348 | 6/21/2002 | Application |
| Starch Thickened Non-Aqueous Dentifrices | PCT | US00/34812 | 12/21/2000 | Application |
| Starch Thickened Non-Aqueous Dentifrices | US | 60/171596 | 12/23/1999 | Application |
| System for Applying Tooth Whitening Gel | EPO | 3739107.5 | 6/13/2003 | Application |
| System for Applying Tooth Whitening Gel | PCT | US03/18616 | 6/13/2003 | Application |
| System for Applying Tooth Whitening Gel | US | 11/098,771 | 4/4/2005 | Application |
| Unit-Dose Packaging System | PCT | US02/28625 | 9/10/2002 | Application |
| Unit-Dose Packaging System | US | 09/948,817 | 9/10/2001 | Application |
| Conformable Dental Tray | US | 10/336,077 | 1/3/2003 | Application |

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| Title | Country | Grant/App. Number | Grant/App. Date | Status |
|---|---|---|---|---|
| Tooth Whitening Application | US | 11/057,556 | 2/14/2005 | Application |
| Oral Care Compositions, Devices and Methods of Application Using tha Same | US | 11/000,000 | 8/1/2005 | Awaiting Serial Number |
| Teeth Treatment Device* | US | 6,896,518 | 5/24/2005 | Granted |
| Teeth Treatment Device* | US | 10/771,950 (CIP of '518 Patent) | 2/3/2004 | Application |

* Jointly owned with Arch Tek who supplies mouthguards to Gillette for certain Rembrandt whitening products. By contract Gillette has the distribution rights and Arch Tek has the manufacturing rights.



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Docket No.: JDC5023WOPCT

**BEFORE THE INTERNATIONAL BUREAU (IB)**

Applicant: MCNEIL- PPC, INC.
International Application No.:PCT/US2005/034170
International Filing Date: 23 September 2005
For: **TOOTH WHITENING**

**Via Facsimile**
**9-011-41-22-338-89-75**

International Bureau of the
World Intellectual Property Organization
34, chemin des Colombettes
1211 Geneva 20
Switzerland

**REQUEST TO AMEND AND FEE TO ADD ORIGINAL INVENTOR ERRONEOUSLY NOT NAMED IN PCT REQUEST**

Sir:

This request is to add the inadvertently omitted inventor in the above-identified PCT Application submitted on 23 September 2005.

Please add the following previously unnamed person as inventor to the above-referenced application:

**Rajeev Kumar Passi**
**24 Violetwood Circle**
**Marlborough, MA 01752**

Submitted herewith is the replacement **Page 2** of the PCT Request and the **US Filing Receipt**. Applicant also requests the International Bureau of the World Intellectual Property Organization to restore Rajeev Kumar Passi to the status of applicant/inventor.

Please charge Account No. 28300161 in the name of Johnson & Johnson for the cost of filing this Request.

Should there be any questions regarding this Request, please contact the undersigned attorney at the telephone number listed.

Respectfully submitted,

**/William K. Wissing/**
William K. Wissing
Reg. No. 34,757
Attorney for Applicants

Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933-7003
(732) 524-6201
July 19, 2007

# ANEXOS

## INVENTORES

1.) **EDELSTEIN, Jannette, Suh**
( 41 Old Meadow Road, Sudbury, Massachusetts 01776, Estados Unidos de América );

2.) **GURGE, Ronald**
( 156 Lincoln Street, Franklin, Massachusetts 02038, Estados Unidos de América);

3.) **TYNDALL, David**
( 22 Broken Tree Road, Medway, Massachusetts 05053, Estados Unidos de América );

4.) **PASSI, Rajeev, Kumar**
( 24 Violetwood Circle, Marlborough, Massachusetts 01752, Estados Unidos de América ).

Industria y Comercio
SUPERINTENDENCIA

**SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO**
**DIVISION DE NUEVAS CREACIONES**
EXTRACTO PARA PUBLICACIÓN
SOLICITUD DE PATENTE DE INVENCIÓN PCT

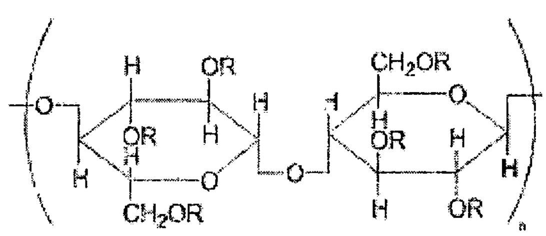
| | |
|---|---|
| (21) N° de solicitud: 07-88002 | (51) Int Cl: **A61Q 11/00** |
| 22) Fecha de solicitud: 28-08-2007 | (71)Solicitante(s) **McNeil-PPC, Inc.** |
| (30) Prioridad **Estadinense** (31) *No. Prioridad* **11/057,556** (32) *Fecha* **14/02/05** (33) *País* **US** | (72) Inventor(es) **EDELSTEIN, Jannette, Suh** // **GURGE, Ronald** // **TYNDALL, David.** **PASSI, Rajeev, Kumar** |
| | (74) Agente: **JIMENA ESCOBAR URIBE** |
| (85) Fecha inicio fase nacional: 14-09-2007<br>(86) Datos relativos a la presentación de la solicitud PCT<br>Fecha de presentación de la solicitud: ***Fecha 23/09/05***<br>No. de solicitud ***PCT/US2005/034170*** | (87) Publicación internacional<br>Fecha: ***Fecha (dd/mm/aa)***<br>N° publicación: ***WO 2006/088505 A1 de 24/08/06*** |

(54) Titulo:

**BLANQUEAMIENTO DENTAL**

Reivindicación(es):

1. Un método para blanquear dientes, el método comprende; aplicar a un diente, durante al menos aproximadamente 5 minutos, una composición que comprende un agente de blanqueamiento dental y un compuesto de la fórmula (I)



**fórmula (I)**

en donde;

R es H, alquilo $C_{1-6}$, (alquilo $C_{1-6}O)_mR^2$, o $-C(O)R^1$, en donde al menos un R es H, un R es alquilo $C_{1-6}$ o (alquilo $C_{1-6}O)_mR^2$, y un R es $-C(O)R^1$;

$R^1$ es arilo $C_{5-10}$ o alquilo $C_{1-6}$, opcionalmente sustituido con al menos un $CO_2H$;

$R^2$ es H o $C(O)R^1$; m es 1-5; y n es 2-350.

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SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
DIVISION DE NUEVAS CREACIONES
TARJETA ARCHIVO TEMATICO

Industria y Comercio
SUPERINTENDENCIA

**PATENTE DE INVENCIÓN ____ PCT _X_ MODELO DE UTILIDAD ____ DISEÑO INDUSTRIAL**

(21) N° de solicitud: (22) Fecha de solicitud
(51) Clasificación Internacional: A61Q 11/00

(71) Solicitante (es)
**McNEIL-PPC, INC.**

(72) Inventor(es) EDELSTEIN, Jannette, Suh // GURGE, Ronald // TYNDALL, David // PASSI, Rajeev, Kumar.

(74) Agente:
JIMENA ESCOBAR URIBE

| (30) Prioridad | (31) **No. Prioridad** | (32) **Fecha** | (33) **País** |
|---|---|---|---|
| Estadinense | 11/057,556 | 14/02/05 | US |

(85) Fecha inicio fase nacional:
(86) Datos relativos a la presentación de la solic. PCT
Fecha de presentación de la solicitud: 23/09/05
No. de solicitud ***PCT/US2005/034170***

(87) Publicación internacional:
Fecha: 24/08/06
No. Publicación : **WO 2006/088505 A1**

**FIGURA CARACTERISTICA**
**6 x 6 cm**

(54) Título:
**BLANQUEAMIENTO DENTAL**

(57) Resumen:

Se describen composiciones para blanquear dientes, películas para blanquear dientes, y métodos para blanquear dientes. Las composiciones para blanqueamiento dental y las películas para blanqueamiento dental incluyen un agente para blanqueamiento dental y un polímero de celulosa de la ...ula (I) en donde; R es H, alquilo $C_{1-6}$, (alquilo $C_{1-6}O)_mR^2$, o $-C(O)R^1$, en donde al menos un R es H, un R es alquilo $C_{1-6}$ o (alquilo $C_{1-6}O)_mR^2$, y un R es $-C(O)R^1$; $R^1$ es arilo $C_{5-10}$ o alquilo $C_{1-6}$, opcionalmente sustituido con al menos un $CO_2H$; $R^2$ es H o C(O)R; m es 1-5; y n es 2-350. Las composiciones para blanqueamiento dental pueden ser, por ejemplo, líquidas o películas que se aplican a los dientes durante un tiempo suficiente para blanquear los dientes.

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Industria y Comercio
SUPERINTENDENCIA

# SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
## DIVISION DE NUEVAS CREACIONES
### TARJETA ARCHIVO PROPIETARIOS

PATENTE DE INVENCIÓN ___ PCT _X_ MODELO DE UTILIDAD ___ DISEÑO INDUSTRIAL

(21) Nº de solicitud: (22) Fecha de solicitud:

(51) Clasificación internacional : A61Q 11/00

(71) Solicitante (es) **McNEIL-PPC, INC.**

(72) Inventor (es) EDELSTEIN, Jannette, Suh // GURGE, Ronald // TYNDALL, David // PASSI, Rajeev, Kumar.

(74) Agente:
JIMENA ESCOBAR URIBE

| (30) Prioridad Estadinense | (31) ***No. Prioridad*** | 32) ***Fecha*** | (33) ***País*** |
|---|---|---|---|
| | 11/057,556 | 14/02/05 | US |

(85) Fecha inicio fase nacional :

(86) Datos relativos a la presentación de la solicitud PCT
Fecha de presentación de la solicitud : ***Fecha (dd/mm/aa)***
No. de solicitud **PCT/US2005/034170 de 23/09/05**

(87) Publicación internacional
Fecha: ***Fecha (dd/mm/aa)***
Nº publicación: **WO 2006/088505 A1 de 24/08/06**

(54) Título:

**BLANQUEAMIENTO DENTAL**

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# INFORME DE PROTOCOLO

Expediente 05 - 128929

Fecha: 22 de Diciembre de 2005

Se informa que:

Desde fecha 22 de febrero de 1996,

del folio 84497 al folio 84501 del

libro de Protocolo Nl 291 , obra el poder

Nl 16465 conferido por McNEIL-PPC, INC.

domiciliado(a) en GRANDVIEW ROAD SKILLMAN,

NEW JERSEY 08558. E.U.A.

al doctor JIMENA ESCOBAR URIBE, IGNACIO

ESCOBAR URIBE, LUIS PATIÑO LEYVA, MAURICIO

PATIÑO BONNET.

Representante en Santafé de Bogotá D.C. Los

mismos.

Facultad para desistir SI.

Revisado 202030.

# REPUBLICA DE COLOMBIA
## SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

Folio 163

2020
Bogotá D.C.,

Doctor(a)
ESCOBAR URIBE JIMENA
Apoderado(a) y/o Representante de
MCNEIL-PPC, INC.

| | | |
|---|---|---|
| REFERENCIA | Radicación No. | 7 88002 |
| | Solicitud internacional | PCT/US2005/034170 |
| | Fecha inicio fase nacional | 14/09/2007 |
| | Trámite | 11 |
| | Evento | 378 |
| | Actuación | 416 |
| | Oficio No. | 4793 |
| | Folios | 1 |

Teniendo en cuenta que la solicitud de privilegio de patente que se tramita bajo el expediente indicado en la referencia, reúne los requisitos de forma establecidos en la Decisión 486 de la Comisión de la Comunidad Andina, el Tratado de Cooperación en Materia de Patentes (PCT), el Reglamento y la Circular Única de la Superintendencia de Industria y Comercio, se envía el extracto de la solicitud a la Oficina de Comunicaciones para efecto de su publicación en la Gaceta de Propiedad Industrial.

Cúmplase
Dado en Bogotá DC, 06 DIC 2007

ALIX CARMENZA CESPEDES DE VERGEL
Jefe de la división de Nuevas Creaciones

adpa11

Industria y Comercio
SUPERINTENDENCIA

## DIVISIÓN DE NUEVAS CREACIONES

RADICACIÓN EXPEDIENTE No. 07-088002

EL EXTRACTO DE LA PRESENTE SOLICITUD DE **PATENTE DE INVENCIÓN**

FUE PUBLICADO EN LA GACETA DE PROPIEDAD INDUSTRIAL No **587** DE

FECHA **18** DE **ENERO DE 2008** EL TÉRMINO HÁBIL SEÑALADO POR LA LEY

EXPIRA EL **16** DE **ABRIL** DEL **2008**

NOTA: Dentro del plazo de los seis (6) meses siguientes a partir de la fecha de publicación en la gaceta de Propiedad Industrial, deberá solicitar y cancelar el examen de patentabilidad so pena de que la solicitud caiga en abandono, de acuerdo con lo establecido en el Artículo 44 de la Decisión 486/2000.

SE PRESENTARON OPOSICIONES POR PARTE DE TERCEROS.

SI __________ NO___ **X** ______