

Tab settings



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To the Honorable Commissioner of Patent.

of original documents or copy thereof.

1. Name of conveying party(ies):

American Pharmaceutical Partners, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 1, 1998

2. Name and address of receiving party(ies)

Name: IBJ Schroder Business Credit Corporation, as Agent

Internal Address:

Street Address: 1 State Street

City: New York State: NY ZIP: 10004

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,704,101

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:-

Name: Leah P. Sanzari, Esq.

Internal Address: Kaye, Scholer, Fierman, Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41).....\$ 665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Heidi R. van Es  
Name of Person Signing

*Heidi R. van Es*  
Signature

6/2/98

Date

Total number of pages including cover sheet, attachments, and document: 17

06/22/98 TT0410 000129 170410

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01 FC:41 02 FC:42

**Registered Intellectual Property**  
(U.S.)

See attached

**INTELLECTUAL PROPERTY****I. TRADEMARKS (REGISTRATIONS)****1. LYMPHOMED**

Serial No.: 74-114,250  
Reg. No.: 1,704,101  
Registered: July 28, 1992

**2. M.V.C. 9+4**

Serial No.: 74-111,387  
Reg. No.: 1,659,410  
Registered: October 8, 1991

**3. NEBUPENT**

Serial No.: 74-105,361  
Reg. No.: 1,711,083  
Registered: September 1, 1992

**4. LYPHOCIN**

Serial No.: 73-676,082  
Reg. No.: 1,562,957  
Registered: October 31, 1989

**5. PEDTRACE**

Serial No.: 73-586,417  
Reg. No.: 1,423,565  
Registered: January 6, 1987

**6. NEOTRACE**

Serial No.: 73-586,416  
Reg. No.: 1,423,564  
Registered: January 6, 1987

7. **MAXIFILL**

Serial No.: 73-552,211  
Reg. No.: 1,388,211  
Registered: April 1, 1986

8. **PENTAM**

Serial No.: 73-510,541  
Reg. No.: 1,358,807  
Registered: September 10, 1985

9. **MAXIVIAL**

Serial No.: 73-509,116  
Reg. No.: 1,354,923  
Registered: August 20, 1985

10. **HEP-FLUSH**

Serial No.: 73-507,984  
Reg. No.: 1,337,524  
Registered: May 28, 1985

11. **LYPHOLYTE**

Serial No.: 73-478,102  
Reg. No.: 1,322,945  
Registered: March 5, 1985

12. **TRACELYTE**

Serial No.: 73-478,099  
Reg. No.: 1,322,944  
Registered: March 5, 1985

13. **VITAGARD**

Serial No.: 73-455,910  
Reg. No.: 1,342,141  
Registered: June 18, 1985

14. **MVC 9+3**  
Serial No.: 73-438,949  
Reg. No.: 1,306,775  
Registered: November 27, 1984
15. **LYPHO MED**  
Serial No.: 73-431,272  
Reg. No.: 1,282,090  
Registered: June 19, 1984
16. **IODOPEN**  
Serial No.: 73-424,982  
Reg. No.: 1,311,934  
Registered: January 1, 1985
17. **MOLYPEN**  
Serial No.: 73-411,556  
Reg. No.: 1,282,074  
Registered: June 19, 1984
18. **P.T.E.**  
Serial No.: 73-411,554  
Reg. No.: 1,434,449  
Registered: March 31, 1987
19. **SELEPEN**  
Serial No.: 73-411,552  
Reg. No.: 1,282,073  
Registered: June 19, 1984
20. **SPARK KIT**  
Serial No.: 73-411,150  
Reg. No.: 1,291,778  
Registered: August 28, 1984  
  
Serial No.: 73-176,053  
Reg. No.: 1,129,513  
Registered: January 22, 1980

21. **INJECT-ALL**

Serial No.: 73-358,494  
Reg. No.: 1,252,131  
Registered: September 27, 1983

Serial No.: 73-188,154  
Reg. No.: 1,129,121  
Registered: January 15, 1980

22. **M.T.E.**

Serial No.: 73-314,448  
Reg. No.: 1,207,817  
Registered: September 14, 1982

23. **BRISTOJECT**

Serial No.: 72-235,270  
Reg. No.: 817,875  
Registered: November 1, 1966

24. **MURI-LUBE**

Serial No.: 72-182,330  
Reg. No.: 774,860  
Registered: August 11, 1964

**Registered Intellectual Property**  
(Canada)

See attached

**INTELLECTUAL PROPERTY**  
**CANADA**

**I. TRADEMARKS**

**1. LYPHOMED**

App. No.: 637,331  
Reg. No.: TMA373,150  
Reg. Date: September 7, 1990

App. No.: 516,505  
Reg. No.: TMA307,603  
Reg. Date: October 25, 1985

**2. M.V.C. 9+4**

App. No.: 700,744  
Reg. No.: TMA410,525  
Reg. Date: April 2, 1993

(Pediatric)

App. No.: 673,755  
Reg. No.: TMA404,528  
Reg. Date: November 6, 1992

**3. NEBUPENT**

App. No.: 676,206  
Reg. No.: TMA420,490  
Reg. Date: December 10, 1993

**4. LYPHOCIN**

App. No.: 690,719  
Reg. No.: TMA415,174  
Reg. Date: August 6, 1993

**5. PEDTRACE**

App. No.: 690,921  
Reg. No.: TMA403,647  
Reg. Date: October 9, 1992



6. **NEOTRACE**

App. No.: 690,914  
Reg. No.: TMA403,378  
Reg. Date: October 2, 1992

7. **MAXIFILL**

App. No.: 690,913  
Reg. No.: TMA404,158  
Reg. Date: October 23, 1992

8. **MAXIVIAL**

App. No.: 521,245  
Reg. No.: TMA308,577  
Reg. Date: November 22, 1985

9. **LYPHOLYTE**

App. No.: 534,073  
Reg. No.: TMA332,071  
Reg. Date: September 18, 1987

10. **TRACELYTE**

App. No.: 690,924  
Reg. No.: TMA403,379  
Reg. Date: October 2, 1992

11. **VITAGARD**

App. No.: 516,510  
Reg. No.: TMA302,737  
Reg. Date: May 10, 1985

12. **MVC 9+3**

App. No.: 516,536  
Reg. No.: TMA318,665  
Reg. Date: September 19, 1986

**13. IODOPEN**

App. No.: 516,507  
Reg. No.: TMA313,405  
Reg. Date: April 18, 1986

**14. MOLYPEN**

App. No.: 516,508  
Reg. No.: TMA303,214  
Reg. Date: May 24, 1985

**15. P.T.E.**

App. No.: 516,506  
Reg. No.: TMA313,452  
Reg. Date: April 18, 1986

**16. SELEPEN**

App. No.: 516,509  
Reg. No.: TMA302,495  
Reg. Date: May 3, 1985

**17. M.T.E.**

App. No.: 516,511  
Reg. No.: TMA313,572  
Reg. Date: April 25, 1986

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**Schedule 4.8(a)**

**Registered Intellectual Property**

(Foreign)

See attached

INTELLECTUAL PROPERTY  
FOREIGN

Chile

Mark: M.V.C. 9+3  
Reg. No.: 405,032  
Reg. Date: April 15, 1993  
Renewal Date: April 15, 2003

Mark: M.V.C. 9+4  
Reg. No.: 382,846  
Reg. Date: March 5, 1992  
Renewal Date: March 5, 2002

Czech Republic

Mark: LYPHOCIN  
Reg. No.: 187033  
Reg. Date: July 27, 1995  
Renewal Date: March 30, 2003

Ecuador

Mark: M.V.C.  
Reg. No.: 59392  
Reg. Date: April 27, 1992  
Renewal Date: April 27, 2002

Israel

Mark: LYPHOMED  
Reg. No. 60637  
Reg. Date: February 16, 1989  
Renewal Date: March 19, 2006

Mark: M.T.E.  
Reg. No. 60636  
Reg. Date: February 16, 1989  
Renewal Date: March 19, 2006

Mark: M.V.C. 9+3  
Reg. No. 60467  
Reg. Date: December 7, 1989  
Renewal Date: February 24, 2006

Italy

Mark: LYPHOMED  
Reg. No. 463,566  
Reg. Date: February 4, 1987

Mark: M.T.E.  
Reg. No. 462,597  
Reg. Date: February 2, 1987

Mark: M.V.C. 9+3  
Reg. No. 462,598  
Reg. Date: February 2, 1987

Mexico

Mark: M.T.E.  
Reg. No.: 401,974  
Reg. Date: November 15, 1991

Mark: M.V.C.  
Reg. No.: 401,975  
Reg. Date: November 15, 1991

Mark: VANMICINA  
Reg. No.: 530,995  
Reg. Date: September 17, 1996

Poland

Mark: LYPHOCIN  
Reg. No.: 79068  
Reg. Date: January 15, 1993  
Renewal Date: January 15, 2003

Slovakia

Mark: LYPHOCIN  
Reg. No.: 172208  
Reg. Date: January 17, 1994  
Renewal Date: March 25, 2003

Taiwan

Mark: MAXIVIAL  
 Reg. No. 419414  
 Reg. Date: November 1, 1988  
 Renewal Date: October 31, 1998

Mark: M.T.E. (In Chinese)  
 Reg. No. 449504  
 Reg. Date: August 16, 1989  
 Renewal Date: August 15, 1999

Mark: M.V.C.  
 Reg. No. 550868  
 Reg. Date: February 16, 1992  
 Renewal Date: February 15, 2002

Mark: M.V.C. (In Chinese)  
 Reg. No. 446874  
 Reg. Date: July 1, 1988  
 Renewal Date: June 30, 1998

Mark: M.V.C. SHELF PACK  
 Reg. No. 444265  
 Reg. Date: June 1, 1989  
 Renewal Date: May 31, 1999

Mark: P.T.E. (In Chinese)  
 Reg. No. 499503  
 Reg. Date: August 16, 1989  
 Renewal Date: August 15, 1999

Mark: LYPHOMED P.T.E.  
Reg. No. 425826  
Reg. Date: January 16, 1989  
Renewal Date: January 15, 1999

Turkey

Mark: M.V.C.  
Reg. No.: 129,996  
Reg. Date: May 23, 1991  
Renewal Date: May 23, 2001

United Kingdom

Mark: LYPHOMED  
Reg. No. 1,233,678  
Reg. Date: January 16, 1985  
Renewal Date: January 16, 2006

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, AMERICAN PHARMACEUTICAL PARTNERS, a California corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to IBJ Schroder Business Credit Corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a), 2.01(b) and 2.01(c) of the Credit Agreement dated as of the date hereof, among the Assignor, the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for the Letter of Credit Issuer, as issuer of the Letters of Credit and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor assigns to Assignee and grants to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby acknowledge the assignment to Assignee and the grant to Assignee of a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

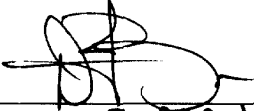
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of a security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is One State Street, New York, New York 10004.



IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed by its officer thereunto duly authorized as of the 1st day of June, 1998.

AMERICAN PHARMACEUTICAL PARTNERS,  
INC.

By   
Name: DEREK J. BROWN  
Title: C.F.O.