

06-26-1998

FIVE

U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

100749267

TO: The Commissioner of Patents and Trademarks. red original document(s) or copy(ies).**Submission Type**

- ☒ New  
☐ Resubmission (Non-Recordation)  
 Document ID #  
☐ Correction of PTO Error  
 Reel #                      Frame #  
☐ Corrective Document  
 Reel #                      Frame #

**Conveyance Type**

- ☒ Assignment  
☐ License  
☐ Merger  
☐ Security Agreement  
☐ Change of Name  
☐ Nunc Pro Tunc Assignment  
 Effective Date:  
☐ Other:

**Conveying Party**Execution Date June 1, 1998

Name Fujisawa USA, Inc.

Formerly

- ☐ Individual   ☐ General Partnership   ☐ Limited Partnership   ☒ Corporation   ☐ Association  
☐ Other  
☒ Citizenship/State of Incorporation/Organization Delaware  
☐ Mark if Additional Names of Conveying Parties Attached

**Receiving Party**

Name American Pharmaceutical Partners, Inc.

DBA/AKATA

Address 2825 Santa Monica Boulevard

Address

Address Santa Monica,

California

90404

City

State/Country

Zip Code

- ☐ Individual   ☐ General Partnership   ☐ Limited Partnership   ☒ Corporation   ☐ Association  
☐ Other  
☒ Citizenship/State of Incorporation/Organization California  
☐ Domestic Representative Designation Attached:   ☐ Yes   ☐ No  
☐ Mark if Additional Names of Receiving Parties Attached

**Correspondent Name and Address**

Lynn A. Sullivan  
 Leydig, Voit & Mayer, Ltd.  
 Two Prudential Plaza, Suite 4900  
 Chicago, Illinois 60601-6780

Telephone: (312) 616-5600  
 Facsimile: (312) 616-5700  
 Attorney Docket No. 85906

**Pages** Enter the total number of pages of the attached conveyance document including any attachments: 8**Trademark Application Number(s) or Registration Number(s)**☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,704,101	1,562,957	1,388,211
			1,659,410	1,423,565	1,358,807
			1,711,083	1,423,564	1,354,923

**Number of Properties**Enter the total number of properties involved: 26**Fee Amount**Fee Amount for Properties Listed (37 CFR 3.41): \$665.00

Method of Payment:

- ☒ Enclosed  
☐ Deposit Account No. 12-1216

Authorization to Charge Additional Fees: ☒ Yes   ☐ No**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. Charges to deposit account are authorized, as indicated herein.

Lynn A. Sullivan

Name of Person Signing

Signature

6/9/98

Date

TRADEMARK

REEL: 1744 FRAME: 689

00000040 1704101  
 40.00 DP  
 625.00 DP



## ASSIGNMENT OF TRADEMARKS

WHEREAS, Fujisawa USA, Inc., a Delaware corporation, whose principal address is Parkway North Center, Three Parkway North, Deerfield, Illinois 60015-2548 (hereinafter "**Assignor**") is the owner of and has adopted, used and is licensing or otherwise using certain names, tradenames and trademarks registered with the United States Commissioner of Patents and Trademarks and the Canada Register of Trademarks identified on **Schedule A**, including any registered trade dress or label designs related thereto (hereinafter, collectively referred to as the "**Marks**"); and

WHEREAS, American Pharmaceutical Partners, Inc., a California corporation, whose principal address is 2825 Santa Monica Boulevard, Santa Monica, California 90404 (hereinafter, "**Assignee**") desires to acquire the entire right, title and interest in and to the Marks, together with the goodwill of the business in which the Marks are used, and any applications and registrations therefor, including the registrations and/or pending applications identified on **Schedule A** and all renewals and extensions thereof;

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

1. Assignor does hereby sell, assign, transfer and convey unto Assignee all right, title and interest in and to (i) the Marks including, without limitation, any and all registrations and/or pending applications in connection therewith, including the applications and registrations identified on **Schedule A**, together with that part of the goodwill of the business associated with the Marks and which is symbolized by the Marks; (ii) all rights of the Assignor to sue and recover damages for past, present and future infringements of the Marks; (iii) any and all proprietary or other rights (existing, contingent, expectant or otherwise and whether now or hereafter known) secured by, comprised in or arising under the Marks, and any extensions or renewals thereof; and (iv) all results and proceeds from the foregoing hereafter accruing.

2. Assignor further sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

3. Assignor agrees to execute and deliver, at the request of Assignee, such additional papers, instruments and assignments, and make all rightful oaths and, at Assignee's expense, do all acts necessary or desirable in connection with any Mark, and in connection with any other United States or foreign applications that may be filed in connection with the Marks and in connection with a Mark or Marks registered in connection therewith, as the

Assignee may reasonably require in order to vest Assignor's right, title and interest in and to the Marks in Assignee and/or to carry out the intent of the Assignment.

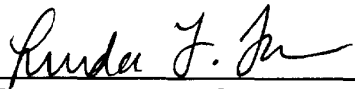
4. This Assignment shall be effective in the United States and throughout the entire world. The Assignor hereby authorizes the Assignee to file in Assignee's own name applications for trademarks or service marks in the United States and foreign countries in connection with the Marks and the other rights hereby transferred and to secure in its own name the trademark or trademarks issued thereon.

5. The terms, covenants and provisions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and/or legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

6. Any provision of the Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 15<sup>th</sup> day of June, 1998.

**FUJISAWA USA, INC.**


By   
Name: Linda F. Friedman  
Title: General Counsel and  
Secretary

## ACKNOWLEDGMENT

American Pharmaceutical Partners, Inc., the assignee named in the above Assignment, hereby acknowledges the assignment to it of the Marks identified on **Schedule A**, including the entire right, title and interest in and to the Marks, together with the goodwill of the business in which the Marks are used, and as stipulated by the terms of the Assignment.

EXECUTED at New York, NY  
this 15<sup>th</sup> day of June, 1998.

**AMERICAN PHARMACEUTICAL  
PARTNERS, INC.**

By   
Name: Chief Financial Officer  
Title: Derek Portnow

00615.0030

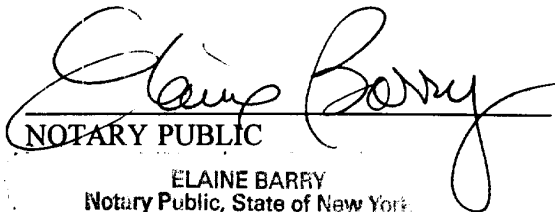

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- 3 -

TRADEMARK  
REEL: 1744 FRAME: 0902

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 1st day of June, 1998, before me personally came Linda F. Friedman to me known, who being by me duly sworn did depose and say that (s)he is the General Counsel & Secretary of Fujisawa USA, Inc., the corporation described in and which executed the foregoing Assignment of Trademarks, and that (s)he signed her/his name thereto by the consent of the order the Board of Directors of said Corporation.

  
NOTARY PUBLIC  
ELAINE BARRY  
Notary Public, State of New York  
No. 41-4773280  
Qualified in Queens County  
Commission Expires August 31, 1998 

**INTELLECTUAL PROPERTY**

**I. TRADEMARKS (REGISTRATIONS)**

**1. LYPHOMED**

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

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☐ Change of Name  
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DBA/AKA/TA

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90404

State/Country

Zip Code

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Lynn A. Sullivan  
Leydig, Voit & Mayer, Ltd.  
Two Prudential Plaza, Suite 4900  
Chicago, Illinois 60601-6780

**Telephone: (312) 616-5600**

**Facsimile: (312) 616-5700**

Attorney Docket No. 85906

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**Lynn A. Sullivan**

Name of Person Signing

Signature

Date \_\_\_\_\_

TRADEMARK  
REEL: 1744 FRAME: 0908

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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Patent and Trademark Office  
**TRADEMARK**

### Conveying Party

Execution Date June 1, 1998

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**Receiving Party**

Name American Pharmaceutical Partners, Inc.  
DBA/AKA/TA

**Address** 2825 Santa Monica Boulevard

## Address

Address	Santa Monica,	California	90404
	City	State/Country	Zip Code

- ☐ Individual    ☐ General Partnership    ☐ Limited Partnership    ☒ Corporation    ☐ Association  
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