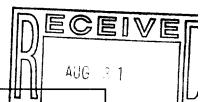
09/10/1998

01 FC:481 02 FC:482





## TRADEMARKS RECURBATION COVER SHEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.	
Name of conveying party(ies):     BankBoston, N.A.	Name and Address of receiving party(ies):
100 Federal Street Boston, MA 02110	MOVA Pharmaceutical Corporation P.O. Box 8639 Caguas, Puerto Rico 00726
Corporation-State	Corporation-State
Additional names(s) of conveying party(ies) attached? NO  3. Nature of conveyance:	If assignee is not domiciled in the United States, a domestic representative designation is attached:
Assignment	(Designation must be a separate document from Assignment)
Execution Date: August 25, 1998	Additional name(s) & address(es) attached? NO
4. A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1,711,095 and 1,711,097
Additional numbers attached? NO	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of documents involved: 1
OSTROLENK, FABER, GERB & SOFFEN, LLP 1180 Avenue of the Americas New York, New York 10036-8403	7. Total fee (37 CFR 3.41): \$ 65.00
·	Enclosed as part of Check No.
NGUYEN 00000106 1711095	In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 15-0700.
40.00 UP DO NOT USE THIS SPACE 25.00 UP	
23.00 Ur	
8. 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.	
Stanley H. Lieberstein South \$31/98	
Name of Person Signing Signature	Date
Total number of pages including cover sheet, attachments, and document:	

TRADEMARK REEL: 1786 FRAME: 0985

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

## RELEASE OF SECURITY INTEREST AND ASSIGNMENT NUNC PRO TUNC

WHEREAS, BankBoston N.A. (formerly, The First National Bank of Boston N.A.), a banking corporation, organized and existing under the laws of the United States of America doing business at: 100 Federal Street, Boston, MA 02110 as Agent for itself and other Banks (hereinafter called the "Assignor"), pursuant to a certain Collateral Assignment of Trademarks dated December 30, 1994 (the "Collateral Assignment"), had acquired title to the marks, which the Assignor and MOVA Pharmaceutical Corporation (the "Assignee") acknowledge and agree was not deemed to constitute an absolute assignment of the Assignee's right, title and interest in and to the marks, but rather, an assignment as continuing collateral security for all of the Obligations (as defined therein) of the Assignee (subject to the continuous use thereof by MOVA Pharmaceutical Corporation) which marks are the subject of registration in the U.S. Patent and Trademark Office, as follows:

Reg. No. : 1,711,095

Mark : **DESIGN ONLY**Dated : September 1, 1992

Goods : Pharmaceutical preparations; namely, elixirs for the relief of pain

and fever; cough syrups, cough expectorants and cough

suppressants

Reg. No. : 1,711,097

Mark : **MOVA and Design**Dated : September 1, 1992

Goods : Pharmaceutical preparations; namely, elixirs for the relief of pain

and fever; cough syrups, cough expectorants and cough

suppressants

AND WHEREAS, the Assignee, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, whose principal office and place of business in: P.O. Box 8639, Caguas, Puerto Rico 00726, reacquired all rights of said Assignor, related to the subject trademarks, the registration thereof, and the goodwill underlying said trademarks as of March 27, 1996;

NOW THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, said Assignor does hereby release the security interest pursuant to the Collateral Assignment and assign unto the said Assignee all of its rights, title and interest in and to the said marks, together with the goodwill of the business symbolized by the marks and the registration thereof as of March 27, 1996;

That this Assignment is being executed now in order to clarify the ownership of the aforementioned registration, and to confirm that the Assignee at all times retained all rights, title and interest in and to said marks, together with the good will associated with the marks, and the registration thereof, namely Reg. Nos. 1,711,095 and 1,711,097, and that the Collateral Assignment to the Assignor was not an absolute assignment by the Assignee of its right, title and interest in and to the marks, but rather, an assignment to the Assignor as continuing collateral security for all of the

TRADEMARK REEL: 1786 FRAME: 0986 Obligations (as defined therein) of the Assignee to the Assignor and the Banks, which security interest the Assignor has hereby released.

BANKBOSTON N.A. (formerly "THE FIRST NATIONAL BANK OF BOSTON N.A."), as Agent

Name: FON R. FERGUON
Title: VILE PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

August <u>25</u>,1998

Then personally appeared the above named Kongus A. Vercose the Vice Tresident of BankBoston, N.A. and acknowledged the foregoing to be the free act and deed of BankBoston, N.A., before me,

Notary Public

My Commission Expires:

ELIZABETH R. SANDQUIST

Notary Fuello
My Commission
Expires August 5, 1999

327305.1

**RECORDED: 08/31/1998**