

11-17-1998



TRADEMARKS ONLY

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ts and Trademarks:
document or copy thereof.

11/12/98

<p>1. Name of Party(ies) conveying an interest:</p> <p>NOVARTIS AG (NOVARTIS SA) (NOVARTIS INC.)</p> <p>___ Individual(s) ___ Association</p> <p>___ General Partnership ___ Limited Partnership</p> <p>___ Corporation State _____</p> <p><u>X</u> Other <u>a company organized under the laws of Switzerland</u></p>	<p>2. Name and Address of Party(ies) receiving an interest:</p> <p>Name: <u>WELLMARK INTERNATIONAL</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1000 TOWER LANE, #245</u></p> <p>City: <u>BENSENVILLE</u></p> <p>State: <u>ILLINOIS</u> Zip: <u>60106</u></p> <p>___ Individual ___ Association</p> <p>___ General Partnership ___ Limited Partnership</p> <p><u>X</u> Corporation State: <u>CALIFORNIA</u></p> <p>___ Other _____</p> <p>Citizenship _____</p> <p>If not domiciled in the United States, a domestic representative designation is attached:</p> <p>___ Yes ___ No</p> <p>(The attached document must not be an assignment.)</p>
<p>3. Interest Conveyed:</p> <p><u>X</u> Assignment ___ Change of Name</p> <p>___ Security Agreement ___ Merger</p> <p>___ Other _____</p>	

4. Application number(s) or registration number(s). Additional sheet attached? [] Yes [x] No

<p>A. Trademark Application No. (s)</p>	<p>B. Trademark Registration No. (s)</p> <p>1,635,946</p> <p>1,868,812</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>ROBERT B. CHICKERING, ESQ.</u></p> <p>Internal Address: <u>FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP</u></p> <p>Street Address: <u>FOUR EMBARCADERO CENTER SUITE 3400</u></p> <p>City: <u>SAN FRANCISCO</u></p> <p>State: <u>CALIFORNIA</u> Zip: <u>94111</u></p>	<p>6. Number of applications and registrations involved:</p> <p>TWO</p> <p>7. Amount of fee enclosed or authorized to be charged:</p> <p>\$75.00</p>
	<p>8. Deposit Account No.</p> <p>06-1300 (Order No. TA-65202-607RBC)</p> <p>CHARGE ONLY IF DEFICIENCIES</p>

11/16/1998 1635946 40.00 25.00 10.00 0000156 30000156 01 FC:401 02 FC:402 03 FC:996

DO NOT USE THIS SPACE

TRADEMARK REEL: 1813 FRAME: 0580

9. Date of execution of attached document AUGUST 28, 1998 TO TAKE EFFECT AS OF MAY 23, 1997.

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

✓ 11/9/98
Date

✓ Robert B Chickering
Signature

ROBERT B. CHICKERING, ESQ.
Name of Person Signing
REG. NO. 24,286

02/25/98 (8099)

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ASSIGNMENT

WHEREAS, NOVARTIS AG (NOVARTIS SA) (NOVARTIS INC.), a company organized under the laws of Switzerland (hereinafter referred to as "ASSIGNOR"), has used in its business and is the owner of the entire right, title and interest in and to the trademarks set forth in the attached Exhibit A, the goodwill appurtenant to said marks, and the United States Trademark Registrations for said marks:

WHEREAS, WELLMARK INTERNATIONAL, a California corporation (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring ASSIGNOR's entire right, title and interest in and to said trademarks, the appurtenant goodwill and the federal trademark registrations for said marks;

WHEREAS, on May 23, 1997 ASSIGNOR and ASSIGNEE entered into an Assets Purchase Agreement and Bill of Sale and Assignment in which ASSIGNEE acquired the business of ASSIGNOR in the United States and Canada relating to the trademarks, the trademarks, the appurtenant goodwill and the trademark registrations identified in Exhibit A:

NOW, THEREFORE, in consideration of the premises, the Asset Purchase Agreement, the Bill of Sale and Assignment, and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

ASSIGNOR agrees to sell, assign, transfer and convey, and by this instrument does hereby sell, assign, transfer and convey to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title and interest in and to the trademarks identified in Exhibit A, the goodwill of the business

appurtenant to and connected with the marks, and the United States Trademark Registrations for said marks, and all rights at common law in the marks; and ASSIGNOR further assigns, transfers, sells and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to apply for, register, renew, protect, defend and enforce any and all rights to the said trademarks including the right to sue for past infringement, the right to enforce any and all trademark rights of ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the right to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

Executed this 28th day of August, 1998, to take effect "AS OF" May 23, 1997.

"ASSIGNOR"
NOVARTIS AG (NOVARTIS SA)
(NOVARTIS INC.)

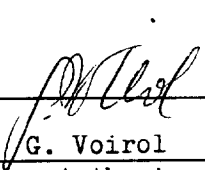
By 
Name: G. Voirol M. Dammann
Authorized Signatories
Office: _____

Exhibit A

Registrations

U.S. TRADEMARKS

<u>Trademark</u>	<u>Status</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
YARDEX	Reg.	Feb. 26, 1991	1,635,946
ZIGRON	Reg.	Dec. 20, 1994	1,868,812

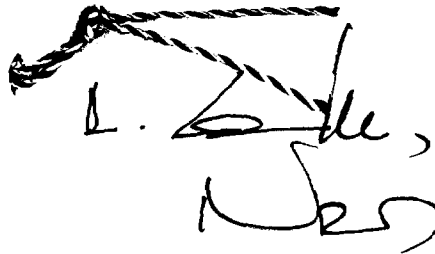
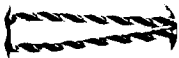
LEGALIZATION

I, the undersigned Notary Public, residing in Basle (Switzerland), certify as true and authentic the signatures applied hereto by **Messrs. Georges Voirol**, Swiss citizen, residing in Præln near Basle, and **Mike Dammann**, German citizen, residing in Eimeldingen (Germany).

These two gentlemen are entitled to represent as Authorized Signatories the **Novartis AG**, a company limited by shares legally domiciled in Basle, with their joint signature by two.

I know the named and their signatures personally.

Basle, this 2nd (second) day of September 1998 (nineteenhundredninetyeight).



Leg.Prot.Nr. 2106/1998