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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

12-30-1998

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RE



ET

TO: The Commissioner of Patents and

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original document(s) or copy(ies).

Submission Type

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

Conveyance type

- Assignment ²²
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
07-01-1998
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name ASTRA MERCK INC.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name ASTRA PHARMACEUTICALS, L.P.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 725 Chesterbrook Boulevard

Address (line 2) _____

Address (line 3) Wayne

City

Pennsylvania

State/Country

19087-5677

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1837 FRAME: 0865

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

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)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

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.

Stephanie E. Thier

December 30, 1998

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS ASTRA MERCK INC. ("Assignor"), a Delaware corporation with offices at 725 Chesterbrook Boulevard, Wayne, Pennsylvania 19087-5677, U.S.A., has adopted, used and is using the trademarks and service marks shown in Schedule A hereto in its pharmaceutical business, including those trademarks and service marks for which it has filed applications based on an intention to use for which it has filed allegations of use under Section 1(c) or 1(d) of the Trademark Act (15 U.S.C. 1051(c), (d));

AND WHEREAS ASTRA PHARMACEUTICALS, L.P. ("Assignee"), a Delaware limited partnership with offices at 725 Chesterbrook Boulevard, Wayne, Pennsylvania 19087-5677, has as of July 1, 1998 acquired from Assignor certain assets and property used in Assignor's business and is desirous of acquiring the trademarks and service marks shown in Schedule A hereto and any other trademarks, service marks, trade dress and trade names used in such business (collectively, the "Trademarks"), the registrations and applications for registration of the Trademarks shown in Schedule A and any other registrations and applications for registration of the Trademarks, and the goodwill of the business symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the registrations and applications for registration of the Trademarks shown in Schedule A, any other registrations and applications for registration of the Trademarks, and the goodwill of the business symbolized by the Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademarks, all claims for damages by reason of past, present and future infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made,.

Dated effective July 1, 1998

ASTRA MERCK INC.

By Richard J. Kenny, Jr.
Name: Richard J. Kenny, Jr
Title: Vice President, General Counsel and
Secretary

SCHEDULE A

ASTRA MERCK INC.

Registrations:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Misc Design (Black & White in Class 16)	2,059,651	May 6, 1997
Misc Design (Black & White in Class 5)	2,077,838	July 8, 1997
Misc Design (Color in Class 42)	2,095,514	September 9, 1997
LEXXEL	2,095,561	September 9, 1997
LEXXEL (stylized)	2,113,076	November 11, 1997
Misc Design (Black & White in Class 41)	2,144,991	March 17, 1998
Misc Design (Black & White in Class 42)	2,146,635	March 24, 1998
Misc Design (Color in Class 41)	2,149,593	April 7, 1998

Use-based applications or intent-to-use applications for which statements of use have been filed:

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Misc Design (Color in Class 5)	74/581,133	August 24, 1994
BETWEEN ROUNDS	75/496,232	June 3, 1998