

03-17-1999

STATUS BR.  
VERIFIED  
ONLY

004  
Patent and Trademark Office

Tab settings



To the Honorable Commission

100999090

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

SOLVAY PHARMACEUTICALS, INC.  
901 Sawyer Road  
Marietta, Georgia 30062

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

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

3. Nature of conveyance:

3-11-99

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

Execution Date: September 2, 1997

2. Name and address of receiving party(ies)

Name: SOLVAY PHARMA PROPERTIES, INC.

Internal Address:

Street Address: 210 Main Street West

City: Baudette State: MN ZIP: 56623

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Minnesota
- 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): See Attached Exhibit A

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Jerome K. Johnson,  
Assistant Secretary

Internal Address:

Street Address: 210 Main Street West

City: Baudette State: MN ZIP: 56623

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

240E

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

03/16/1999 INQUIRY 00000009 808275

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 200.00 DP

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.

Jerome K. Johnson

Name of Person Signing

Signature

3/8/99

Date

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

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

**Continuation of Item 4.  
Trademark Registration Numbers**

**Exhibit A**

CORTENEMA® Enema:	Trademark Registration Number:	808,375
CREON® 10 MINIMICROSPHERES® Capsule:	Trademark Registration Number:	1,919,042
DUPHALAC® Syrup:	Trademark Registration Numbers:	1,389,661 1,094,189
ESTRATAB® 0.3 mg Tablet:	Trademark Registration Number:	898,613
ESTRATEST® H.S. Tablet:	Trademark Registration Number:	898,086
LITHOBID® Tablet:	Trademark Registration Number:	1,147,470
LUVOX® (fluvoxamine maleate) Tablet:	Trademark Registration Number:	1,906,268
ROWASA® 4g/60ml Enema:	Trademark Registration Number:	1,461,626
R Design & Logo:	Trademark Registration Number:	778,667

## ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of September, 1997, by and between Solvay Pharmaceuticals, Inc., a Georgia corporation, having an office and principal place of business at 901 Sawyer Road, Marietta, Georgia 30062 ("Assignor") and Solvay Pharma Properties, Inc., a Minnesota corporation, having an office and principal place of business at 210 Main Street West, Baudette, Minnesota 56623 ("Assignee").

### WITNESSETH

WHEREAS, Assignor owns the assets, as shown in the attached Exhibit A which it uses to protect, market or identify its goods and services for the sale of products as listed, together with the goodwill symbolized by such assets (collectively, the "Assets");

WHEREAS, Assignor has previously used various intangible assets, and owns the residual goodwill of its business resulting from its earlier use of such assets ("Assets");

WHEREAS, Assignee desires to acquire from Assignor and Assignor desires to assign to Assignee said Assets together with the goodwill of its business symbolized thereby as well as any residual goodwill of its business symbolized by the Assets;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor; and

NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1.0 Consideration for Assignment. Contemporaneously with the execution of this Agreement, Assignee has issued its common stock to Assignor pursuant to the Subscription Agreement.
- 2.0 Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Assets, together with the goodwill symbolized thereby.
- 3.0 Warranties and Representations. Assignor represents and warrants to Assignee that:

- 3.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia.
- 3.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
- 3.3 Assignor is the owner of the Assets, no other person or entity has any security interest in the Assets, in any registrations thereof, or in any applications to register the Assets, and there have been no prior assignments of the Assets registrations thereof, or any applications to register the Assets.
- 3.4 Any and all licenses to use the Assets granted by Assignor have been terminated as of the date of this Agreement. Moreover, no person or entity is using the Assets with Assignor's permission or pursuant to any agreement with Assignor.
- 3.5 The Assets have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Assets.
- 3.6 There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse effect on the Assets or the services identified by the Assets. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Assets or the residual goodwill in the Assets, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.
- 3.7 Assignor has no knowledge or notice of any registrations or applications to register the Assets anywhere in the world.
- 4.0 Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:
- 4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other

instrument furnished or to be furnished Assignee pursuant to this Agreement;

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or admission by Assignor in connection with any services rendered by Assignor under any Assets.

4.3 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5.0 Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Assets in any manner whatsoever. Assignor shall not grant to any entity or individual the right to use the Assets in any manner whatsoever.

6.0 Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

7.0 Miscellaneous.

7.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

7.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when

actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to assignor. to:

Solvay Pharmaceuticals, Inc.  
901 Sawyer Road  
Marietta, Georgia 30062  
ATTN: David A. Dodd

If to Assignee, to:

Solvay Pharma Properties, Inc.  
210 Main Street West  
Baudette, Minnesota 56623  
ATTN: David R. Powell

or to such other address as either party shall designate in a notice to the other given as provided herein.

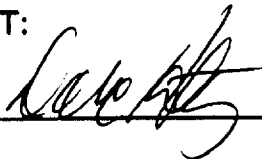
- 7.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives .
- 7.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.
- 7.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.
- 7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.
- 7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

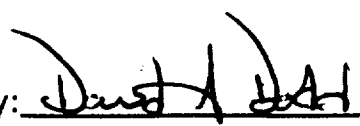
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

[CORPORATE SEAL]

Solvay Pharmaceuticals, Inc.  
("Assignor")

ATTEST:

  
\_\_\_\_\_

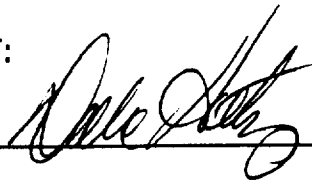
By:   
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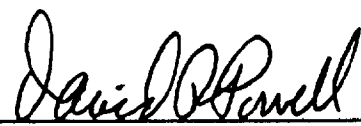
David A. Dodd  
President & CEO

[CORPORATE SEAL]

Solvay Pharma Properties, Inc.  
("Assignee")

ATTEST:

  
\_\_\_\_\_

By:   
\_\_\_\_\_

David R. Powell  
Vice President

## Exhibit A

### Intangible Assets

CORTENEMA® Enema:	Trademark Registration Number:	808,375
	New Drug Application Number:	16-199
CREON® 5 Capsule:	Patent Registration Number:	4,280,971
CREON® 10 MINIMICROSPHERES® Capsule:	Trademark Registration Number:	1,919,042
DUPHALAC® Syrup:	Trademark Registration Numbers:	1,389,661 1,094,189
	Abbreviated New Drug Application Number:	72-372
ESTRATAB® 0.3 mg Tablet:	Trademark Registration Number:	898,613
	Abbreviated New Drug Application Number:	86-715
ESTRATAB® 0.625 mg Tablet:	Abbreviated New Drug Application Number:	83-209
ESTRATAB® 1.25 mg Tablet:	Abbreviated New Drug Application Number:	83-856
ESTRATAB® 2.5 mg Tablet:	Abbreviated New Drug Application Number:	83-857
ESTRATEST® H.S. Tablet:	Trademark Registration Number:	898,086
(Pending)	Abbreviated New Drug Application Number:	87-212
ESTRATEST® Tablet:	Abbreviated New Drug Application Number:	87-597
(Pending)		
LITHOBID® Tablet:	Trademark Registration Number:	1,147,470
	New Drug Application Number:	18-027
	Patent Registration Number:	4,264,573
LUVOX® (fluvoxamine maleate) Tablet:	Trademark Registration Number:	1,906,268
	New Drug Application Number:	20-243
	Patent Registration Number:	4,085,225
ROWASA® 500 mg Suppository:	New Drug Application Number:	19-919
ROWASA® 4g/60ml Enema:	Trademark Registration Number:	1,461,626
	New Drug Application Number:	19-618
	Patent Registration Number:	4,657,900
R Design & Logo:	Trademark Registration Number:	778,667