

03-16-1999

**TRADEMARK & PATI**



**AMERICA, P.C.**

COMPRISING THE LAW OFFICE O.

100986359

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E-mail: trademark@tmcounselors.com

*MWD 3-11-99*

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Keith E. Danish  
Michael J. Brown  
G. Mathew Lombard  
John L. Chiatelas\*  
*\*admitted to the state of Michigan*

11

March 9, 1999

**RECORDATION FORM COVER SHEET - TRADEMARKS**

*Of counsel:*  
Stephen N. Dratch  
Freema Gluck

Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Attn: BOX ASSIGNMENT

Re: Recordal of Assignment of Trademark  
Assignor: Astra USA, Inc.  
Assignee: Astra Pharmaceuticals, L.P.  
Trademark: **DYCLONE**  
Registration No.: 675,155  
Our Ref.: 312.104

Sir:

Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Astra USA, Inc., a corporation organized and existing under the laws of the State of Delaware.

2. Name and address of receiving party(ies):

Astra Pharmaceuticals, L.P., a corporation organized and existing under the laws of the State of Delaware, having an office and place of business at 725 Chesterbrook Boulevard, Wayne, PA 19087-5677.

3. Nature of conveyance:

Bill of Sale and Assignment document  
Date of execution: July 1, 1998

4. Trademark Registration Number:

675,155

03/15/1999 BNGUYEN 00000280 675155

01 FC:481

40.00

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*file OK*

\*Express Mail\* mailing label number EL 044838243 US

Date of Deposit 3/9/99

I hereby certify that this paper or fee is being deposited with the United Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513.

JULIO SIMMONS  
*Julio Simmons*  
(Signature of person making record of fact)

**TRADEMARK**  
**REEL: 1877 FRAME: 0191**

5. Please address all correspondence in this matter to:

G. Mathew Lombard  
Trademark & Patent Counselors of America, P.C.  
915 Broadway - 19th Floor  
New York, New York 10010  
(212) 387-0247

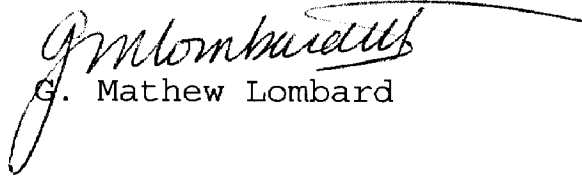
6. Total number of applications and registrations involved: one

7. Total fee enclosed: \$40.00.

8. To correctly reflect the chain of title in the subject registration, a copy is also enclosed of a change of name of the original registrant, from Astra Pharmaceutical Products, Inc., to Astra USA, Inc., which change has been previously recorded at Reel 0980/Frames 086-088 with the Assignment Branch of the United States Patent and Trademark Office.

9. 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.

Sincerely,



G. Mathew Lombard

GML:bc  
Enclosures

Total number of pages comprising cover sheet: 2

S C H E D U L E

Trademark

Registration No.

Registration Date

DYCLONE

675,155

March 10, 1959

\* \* \* \* \*  
\* \* \* \*

**BILL OF SALE AND ASSIGNMENT**

This Bill of Sale and Assignment is made and entered into as of July 1, 1998 from ASTRA USA, INC., a Delaware corporation ("KB USA"), to ASTRA PHARMACEUTICALS, L.P., a Delaware limited partnership (the "Partnership").

**WITNESSETH:**

WHEREAS, KB USA, Merck & Co., Inc., a New Jersey corporation, Astra AB, a company limited by shares organized and existing under the laws of Sweden and KB USA, L.P., a Delaware limited partnership ("KBLP"), are parties to that certain KB USA Asset Contribution Agreement (the "Contribution Agreement") dated as of June 19, 1998, pursuant to which KB USA and KBLP have agreed to the transfer by KB USA to KBLP of the assets described therein on the terms and conditions set forth therein; and

WHEREAS, KBLP and the Partnership are parties to that certain KBLP Assignment and Assumption Agreement dated as of the date hereof, pursuant to which KBLP has assigned its rights under the Contribution Agreement to the Partnership.

NOW, THEREFORE, this instrument witnesseth:

1. Transfer of Assets. For good and valuable consideration, receipt of which is hereby acknowledged, KB USA hereby, by its duly authorized officers, grant, transfer, set over, assign and deliver to the Partnership, its successors and assigns, forever, all of KB USA's right, title and interest in and to the Business and the Acquired Assets (as such term is defined in the Contribution Agreement), effective as of the opening of business on the date hereof.

2. Power of Attorney. KB USA hereby constitutes and appoints the Partnership, its successors and permitted assigns, the true and lawful attorney and attorneys of KB USA, with full power of substitution, in the name of the Partnership or in the name and stead of KB USA, but on behalf of and for the benefit of the Partnership, its successors and permitted assigns:

(i) to collect, demand and receive any and all property hereby conveyed, granted, transferred, set over, assigned and delivered or intended so to be and to give receipts, releases and acquittances for and in respect of the same or any part thereof;

(ii) to institute, prosecute, compromise, defend and settle in KB USA's name, or otherwise, at the expense and for the benefit of the Partnership any and all actions, suits or proceedings, at law, in equity or otherwise, that the Partnership, its successors and assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the property hereby conveyed, granted, transferred, set over, assigned and delivered to the Partnership or intended so to be, and to do all such acts and things in relation thereto as the Partnership, its successors and assigns shall deem advisable for the collection or reduction to possession of any of such property;

(iii) to take any and all other reasonable action designed to vest more fully in the Partnership the property hereby conveyed, granted, transferred, set over, assigned and delivered to the Partnership or intended so to be and in order to provide for the Partnership the benefit, use, enjoyment and possession of such property; and

(iv) to do all reasonable acts and things in relation to the property conveyed, granted, transferred, set over, assigned and delivered hereunder.

KB USA acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by it or any of its successors, or in any manner or for any reason. The Partnership shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto. KB USA shall from time to time pay to the Partnership, when received, any amounts which shall be received directly or indirectly by KB USA (including amounts received as interest) in respect of any property conveyed, granted, transferred, set over, assigned and delivered to the Partnership pursuant hereto.

3. Assets Not Transferred. Nothing in this instrument, expressed or implied, shall be deemed to be a conveyance, grant, transfer, set-over, assignment or delivery of any right, title or interest in or to the Excluded Assets (as such term is defined in the Contribution Agreement).

4. Governing Law. This instrument shall be construed and governed in accordance with the laws of the State of New York without regard to any choice of law rules other than Section 5-1401 of the New York General Obligations Law.

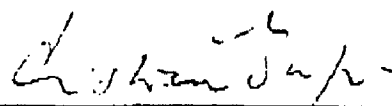
5. Further Assurances. From and after the date hereof, KB USA covenants and agrees that it will execute, acknowledge and deliver any and all such additional instruments and documents and take any and all such further action as the Partnership may reasonably require in order to more fully, fully, completely and effectively protect the Partnership's right, title and interest in or to the property hereby conveyed, granted, transferred, set over, assigned and delivered, or intended so to be.

6. Third Party Rights. Nothing in this instrument express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the parties hereto and their successors, or assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all the terms, covenants, conditions and agreements contained in this instrument shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

7. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Contribution Agreement.

IN WITNESS WHEREOF, KB USA has caused this instrument to be executed in its corporate name by a duly authorized officer of KB USA as of this 1st day of July, 1998

ASTRA USA, INC.

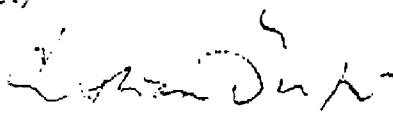
By   
Name: Christopher J. Kelly  
Title: President

ACKNOWLEDGED:

ASTRA PHARMACEUTICALS, L.P.

By: KB USA, L.P., its General Partner

By: Astra AB, its General Partner  
(publ)

By:   
Name: Christopher J. Kelly  
Title: President

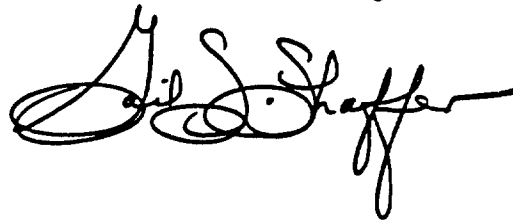
State of New York }  
Department of State } ss:

031633

*I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.*

*Witness my hand and seal of the Department of State on*

MAY 11 1993



*Secretary of State*

DOS-200 (12/87)

TRADEMARK

REEL 980 FRAME 85

TRADEMARK  
REEL: 1877 FRAME: 0197

# Certificate of Amendment of the Certificate of Incorporation of

**ASTRA PHARMACEUTICAL PRODUCTS, INC.**  
under Section 205 of the Business Corporation Law

F921208000 363

IT IS HEREBY CERTIFIED THAT:

(1) The name of the corporation is

Astra Pharmaceutical Products, Inc.

(2) The certificate of incorporation was filed by the department of state on the 23rd day of September 19 47.

(3) The certificate of incorporation of this corporation is hereby amended to effect the following change:

The certificate of incorporation is amended to change the name of the corporation. Paragraph 1 of the certificate of incorporation is amended to read as follows: 1. The name of the corporation is Astra USA, Inc.

TRADEMARK  
REEL 980 FRAME 86

This form is subject to change without notice. It is provided for informational purposes only and does not constitute an offer of insurance or any other financial product. For more information, please contact your agent or the Department of State.



REEL 980 FRAME 87

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(4) The amendment to the certificate of incorporation was authorized:

• first, by vote of the board of directors.

~~• first, by unanimous written consent of all the directors.~~

• and then at a meeting of shareholders by vote of a majority of all the outstanding shares entitled to vote thereon.

~~• and then by unanimous written consent of all the directors.~~

~~• and then at a meeting of shareholders by vote of all the outstanding shares entitled to vote thereon.~~

ARTICLE OF INCORPORATION

IN WITNESS WHEREOF, this certificate has been signed and sealed this 20th day of October, 1993, by the undersigned who affirm(s) that the statements made herein are true under the penalties of perjury.

Type name

Capacity in which signed

Signature

Neal C. Tully

Secretary

Lars P.E. Bildman

President

921203000363

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED DEC 03 1992

TAX \$

ST: AND

FILED

DEC 3 11 24 AM '92

**Certificate of Amendment of the Certificate of Incorporation**

**ASTRA PHARMACEUTICAL PRODUCTS, INC.**

*under Section 905 of the Business Corporation Law*

RECORDED  
PATENT AND TRADEMARK  
OFFICE

MAY 25 1993

Filed By: Neal C. Tully,  
Secretary, CHANG & TULLY

Address: One Little Street  
Boston, Massachusetts 02111

TRADEMARK

REEL 980 FRAME 88

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RECEIVED

DEC 3 11 35 AM '92