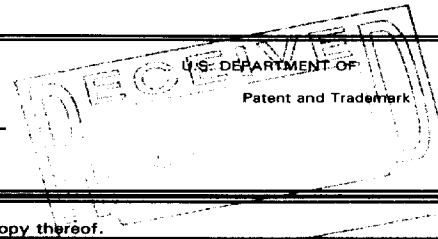


04-09-1999



Form PTO-1594
COMMERCE
1-31-92
Office

101006755
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Shire Richwood Inc.

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

3. Nature of conveyance:

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

Execution Date: March 24, 1999

2. Name and address of receiving party(ies)

Name: Integrity Pharmaceutical Corporation

Internal Address:

Street Address: 5767 Thunderbird Road

City: Indianapolis State: IN ZIP: 46236

Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or registration number(s):

75/577,892
75/317,249

If this document is being filed together with a new application, the execution date of the application is:

Additional numbers attached? [] Yes [X] No

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

Name: Kurt A. Summe

Internal Address: WOOD, HERRON & EVANS, L.L.P.

Street Address: 2700 Carew Tower
441 Vine Street

City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and trademarks involved:

2

7. Total fee (37 CFR 3.41):.....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-3000

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

DO NOT USE THIS SPACE

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.

Kurt A. Summe
Name of Person Signing

Signature

4/1/99
Date

Total number of pages including cover sheet: 4

OMR No. 0651-0011 (exp. 4/94)

04/08/1999 DNGUYEN 00000105 75577892

Do not detach this portion

01 FC:481 10.00 OP
02 FC:482 25.00 OP
documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PD2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project

REEL: 1880 FRAME: 0271

TRADEMARK ASSIGNMENT

This Assignment is between Shire Richwood Inc., located at 7902 Tanner's Gate Drive, Florence, Kentucky, 41042 (hereinafter "Assignor"), and Integrity Pharmaceutical Corporation, located at 5767 Thunderbird Road, Indianapolis, Indiana 46236 (hereinafter "Assignee");

WHEREAS Assignor has sold to Assignee a portion of Assignor's business (hereinafter the "Business") pursuant to an Asset Purchase Agreement entitled Agreement For Sale of Assets, effective as of January 13, 1999, thus making Assignee the successor to the Business;

WHEREAS, Assignor is the owner of certain trademarks, trade names and corresponding trademark/trade name rights associated with the Business, and has agreed to sell, transfer, and assign to Assignee such trademarks, and trade names and corresponding trademark/trade name rights;

WHEREAS, Assignee is desirous of acquiring such trademarks, trade names and corresponding trademark/trade name rights associated with the Business; and

WHEREAS, the Business is currently ongoing and existing.

NOW, THEREFORE, for the consideration as set forth in the above-mentioned Asset Purchase Agreement, and other good and valuable consideration receipt of which is hereby acknowledged, Assignor states as follows.

1. Assignor is the owner of the trademarks SUREPRIN and URIMAX and pending federal trademark applications for the marks as listed in Schedule A attached hereto. Assignor hereby assigns, transfers, and/or sells to Assignee all right, title, and interest in and to the trademarks SUREPRIN and URIMAX, as well as the trademark rights associated therewith and corresponding pending applications, together with the goodwill of the business symbolized by those marks. Assignor has sold to Assignee the Business to which these marks pertain, and that Business is ongoing and existing.

2. The Exhibits D of the Asset Purchase Agreement lists a plurality of other products in addition to the products associated with the trademarks SUREPRIN and URIMAX. Assignor hereby assigns, transfers, and/or sells to Assignee all right, title and interest to any and all trademarks, trade names, and any and all corresponding trademark/trade name rights associated with these other products in Exhibit D, only to the extent that Assignor owns such trademarks/trade names and corresponding rights. Assignor further hereby assigns, transfers and/or sells to Assignee any goodwill associated with the products of Exhibit D and any related trademarks/trade names.

3. Assignor makes no specific warranty or representation of any specific ownership or license right with respect to trademarks, trade names, and/or corresponding

trademark/trade name rights associated with the products listed in Exhibits D, other than those representations made in this Assignment and/or the above-mentioned Asset Purchase Agreement.

SHIRE RICHWOOD, INC.

Date: March 24, 1999

By William A. Nuerge
William A. Nuerge
(Printed name)
CEO / President
(Title)

SCHEDULE A

Mark	Class	Filing Date	Serial No.	Goods
SUREPRIN	5	October 26, 1998	75/577,892	Low dosage aspirin
URIMAX	5	June 30, 1997	75/317,249	Urinary tract antiseptic and antispasmodic preparation

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