

07-09-1999

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



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original documents or copy thereof.

To the Honorable Commissioner of Patent

1. Name of conveying party(ies):

Bayer Corporation

- Individual(s)
- General Partnership
- Corporation-State: Indiana
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 4, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration

No.(s)
1,590,467

Additional numbers attached? Yes No

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

Name: Federal Reserve Corp
Internal Address:

Street Address: 400 Seventh St NW
Suite 101
City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):.....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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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.

Lisa T. Oratz

6/21/99

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet, attachments and document: **5**

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Commissioner of Patents and Trademarks
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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, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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PERKINS COIE LLP

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date Issued</u>
Pre-Pen	Canada	111,688	05/06/91
Pre-Pen	Finland	99,671	10/20/87
Pre-Pen	Sweden	208,920	02/05/88
Pre-Pen	United States	1,590,467	04/10/90

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TRADEMARK

REEL: 001924 FRAME: 0652

PRE-PEN TRADEMARK ASSIGNMENT

PRE-PEN TRADEMARK ASSIGNMENT made as of June 4, 1999 by **BAYER CORPORATION**, an Indiana corporation ("**Seller**"), to **HOLLISTER-STIER LABORATORIES LLC**, a Delaware limited liability company ("**Purchaser**"), pursuant to the Agreement Relating to Sale of the Allergy Products Business by and among Seller, Bayer, Inc., a Canadian Corporation, and Purchaser, dated as of February 26, 1999 (the "**Asset Purchase Agreement**") (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement").

WHEREAS, Seller has adopted and used in its Allergy Products Business certain trademarks relating to its Pre-Pen product, including without limitation the trademarks set forth on the attached Schedule A; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Seller has agreed to sell, and Purchaser has agreed to buy, all trademarks, service marks and trade names of Seller Related to its Allergy Products Business and all registrations and applications therefor, including without limitation those registrations and applications listed on Schedule A (collectively, the "Transferred Pre-Pen Trademarks").

NOW, THEREFORE, for good and valuable consideration paid by Purchaser to Seller pursuant to the Asset Purchase Agreement at or before the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and deliver to Purchaser, its successors and assigns, all right, title and interest in and to said Transferred Pre-Pen Trademarks, together with the goodwill of the business symbolized by the Transferred Pre-Pen Trademarks, all of the foregoing to be held and enjoyed by Purchaser for its own use and for the use of its successors, assigns or other legal representatives, together with all claims for damages by reason of past, present and future infringement of the rights assigned under this Pre-Pen Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this transfer to Purchaser had not been made.

Seller hereby agrees to take such other action as Purchaser may reasonably request to effect, evidence or perfect this assignment, including without limitation the execution of all such documents as may be required to transfer and record the transfer

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in the United States of America, Canada, Finland and Sweden of any application for registration or renewal of any Transferred Pro-Pen Trademark.

Seller hereby appoints and constitutes Purchaser as attorney-in-fact for Seller (this appointment to be irrevocable and a power coupled with an interest) with respect to the transfer of title to any of the Transferred Pro-Pen Trademarks. Purchaser's authority hereunder shall include, without limitation, the authority to execute and receive any certificates of ownership or other documents to transfer title to any Transferred Pro-Pen Trademark, and to take any other actions necessary or incident to the powers granted to Purchaser in this Pro-Pen Trademark Assignment.

This instrument shall inure to the benefit of Purchaser and its successors and assigns and shall be binding upon Seller and its successors and assigns.

IN WITNESS WHEREOF, this Pro-Pen Trademark Assignment has been duly executed and delivered on the date first above written.

Seller:

Purchaser:

BAYER CORPORATION

HOLLISTER-STIER
LABORATORIES LLC

By:

By:

Name:

Name:

Title:

Title:

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in the United States of America, Canada, Finland and Sweden of any application for registration or registration of any Transferred Pre-Pen Trademark.

Seller hereby appoints and constitutes Purchaser as attorney-in-fact for Seller (this appointment to be irrevocable and a power coupled with an interest) with respect to the transfer of title of any of the Transferred Pre-Pen Trademarks, Purchaser's authority hereunder shall include, without limitation, the authority to execute and receive any certificates of ownership or other document to transfer title to any Transferred Pre-Pen Trademarks, and to take any other actions necessary or incident to the powers granted to Purchaser in this Pre-Pen Trademark Assignment.

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Seller:

Purchaser:

BAYER CORPORATION

HOLLISTER-STIER
LABORATORIES LLC

By: _____
Name: _____
Title: _____

By: Anthony Bonaventura
Name: ANTHONY BONAVENTURA
Title: PRESIDENT

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