

MD  
7-7-99

07-09-1999

Form PTO-1594  
(Rev. 6-93) 7-7-99 RECC



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents

and original documents or copy thereof.

101086711

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

Receiving party(ies):

Name: **Hollister-Stier Laboratories, LLC.**

Internal Address: \_\_\_\_\_

Street Address: **3525 North Regal Street**

City: **Spokane** State: **WA** ZIP: **99207**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other **Delaware Limited Liability Company**

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

3. Nature of conveyance:

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

Execution Date: **May 20, 1999**

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

A. Trademark Application No.(s)

**75/508740; 75/508744; 75/327517; 75/327518;  
75/508747; 75/508741; 75/478574; 75/508746;  
75/508742; 75/350162; 75/442068**

B. Trademark Registration

**1,961,512; 1,939,510;  
No.(s) 1,564,139; 1,903,921;  
544,387; 1,841,557 775,252; 2,012,379  
754485; 1,643,320; 1,250,145**

Additional numbers attached?  Yes  No

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

Name: Federal Reserve City  
Internal Address: \_\_\_\_\_

Street Address: 400 Seventh St NW  
Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

**22**

7. Total fee (37 CFR 3.41):..... \$ **565.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

**Lisa T. Oratz**

**6/21/99**

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet, attachments and document: **6**

07/08/1999 MTHA11 00000117 75508740

01 FC:481  
02 FC:482

40.00 DP  
525.00 DP

DO NOT DETACH THIS PORTION

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

**SCHEDULE A****Transferred Trademarks**

	<u>U.S. Registration or Application ("PEN") No.</u>	<u>Canadian Registration or Application ("PEN") No.</u>
ALLERGEX	544387	---
ALLERGY FORUM	1841557	---
ALLPYRAL	754485	141385
ANA-GUARD	1643320	---
ANA-KIT	1961512	225641
ANA-KIT (STYLIZED)	1939510	---
ANAKIT	1564139	---
ANATWIN	PEN (75/508740)	---
ANATWINJR	PEN (75/508744)	---
BIPHINE	PEN (75/327517)	---
BIPHINE JR.	PEN (75/327518)	---
CONJUVAC	---	237939
CURRENT ALLERGY PRACTICE	1903921	---
DUODOSE	PEN (75/508747)	---
DUODOSEJR	PEN (75/508741)	---
HOLLISTER-STIER	PEN (75/478574)	---
HOLLISTER-STIER LABORATORIES	775252	225645
QUINTEST	2012379	TMA479405
TWINDOSE	PEN (75/508746)	---
TWINDOSEJR	PEN (75/508742)	---
TWINJECT	PEN (75/350162)	---
TWINJECTJR	PEN (75/442068)	---
VENOMIL	---	PEN (864559)
VENOMIL	---	PEN (766913)
VENOMIL	1250145	---

**U.S./CANADA TRADEMARK ASSIGNMENT**

**TRADEMARK ASSIGNMENT** made May 20, 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, 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 the registrations and applications listed on **Schedule A** registered or pending in the United States of America and Canada, (collectively the "**Transferred Trademarks**"), but such sale shall not include trademarks or any registrations or applications for registration of such trademarks outside the United States of America or Canada.

**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 Trademarks (excluding any trademarks, registrations or applications for registration of such trademarks outside the United States of America or Canada), together with the goodwill of the business symbolized by the Transferred 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 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 in the United States of America and Canada of any application for registration or registration of any Transferred 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 Trademarks. Purchaser's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any Transferred Trademarks, and to take any other actions necessary or incident to the powers granted to Purchaser in this 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 Trademark Assignment has been duly executed and delivery on the date first above written.

Seller:

Purchaser:

**BAYER CORPORATION**

**HOLLISTER-STIER  
LABORATORIES LLC**

By: 

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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 in the United States of America and Canada of any application for registration or registration of any Transferred 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 Trademarks. Purchaser's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any Transferred Trademarks, and to take any other actions necessary or incident to the powers granted to Purchaser in this 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 Trademark Assignment has been duly executed and delivery on the date first above written.

Seller:

Purchaser:

**BAYER CORPORATION**

**HOLLISTER-STIER  
LABORATORIES LLC**



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ~~NEW YORK~~ )  
                  Connecticut ) ss: W. Haven  
COUNTY OF ~~NEW YORK~~ )  
                  New Haven

On the 20<sup>th</sup> day of May 1999, before me personally came  
RC Scator to me known, who, before me duly sworn, did depose  
and say that he is the Vice President of Bayer Corporation, the corporation  
described in and which executed the above instrument; that he has been authorized to  
execute said instrument on behalf of said corporation; and that he signed said  
instrument on behalf of said corporation pursuant to said authority.

Elaine Porter  
Notary Public

ELAINE PORTER  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 30, 2001