

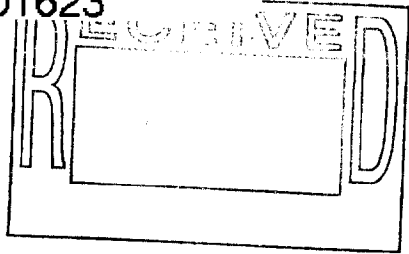
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7-26-99

07-28-1999

RECORDATION FORM TRANSMIT
TRADEMARKS ONLY



101101623



To: The Commissioner of Patents and Trademarks

1. Conveying Party:

Biocraft Laboratories

2. Receiving Party:

Teva Pharmaceuticals USA, Inc.
650 Cathill Road,
Sellersville, PA 18960

Receiving Party is: Corporation

Citizenship/State (Country) of Incorporation/Organization: U.S.

If Receiving Party is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No

3. Conveyance Type: Assignment

Effective Date: July 14, 1999

4. Application/Registration Number: 2,077,761

5. Correspondence concerning documents should be mailed to:

NOTARO & MICHALOS P.C.
Empire State Building,
350 Fifth Avenue, Suite 6902
New York, New York 10118-6985

6. Total number of applications/registrations involved:

7. Total fee (37 CFR 3.41) (\$40.00 first/\$25 after): 40

8. The Commissioner is authorized to charge any underpayment or credit any overpayment to deposit account number: 14-1431

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.

07/27/1999 DNGUYEN 00000281 2077761

01 FC:481


Angelo Notaro^{40.00 OP}
Signature

July 23, 1999
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 4

ASSIGNMENT OF TRADEMARK AND GOODWILL

WHEREAS, BIOCRAFT LABORATORIES, INC., (hereinafter referred to as "Assignor") is the sole and exclusive owner of the following trademark, the trademark registration and the goodwill of the business symbolized by said trademark:

Trademark	U.S. Trademark Registration No.
	2,077,761

The foregoing trademark being hereinafter collectively referred to as the "Trademark."

WHEREAS, TEVA PHARMACEUTICALS USA, INC., 650 Cathill Road, Sellersville, PA 18960, (hereinafter referred to as "Assignee"), is desirous of acquiring the Trademark, together with the goodwill of the business symbolized by the Trademark;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration to Assignor paid by Assignee, receipt whereof in full is hereby acknowledged:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and other legal representatives, the entire right, title and interest in and to the Trademark, the U.S. Trademark Registration No. 2,077,761 and the goodwill of the business symbolized by the Trademark, together with all claims, demands and causes of action for the past infringement of the Trademark and said registrations or for unfair competition in business in connection therewith

wheresoever or by whomsoever committed; the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Assignor had this assignment and sale not been made.

2. Assignor warrants, covenants and represents that it is the owner of the Trademark and that it has not heretofore granted any license, right or privilege or in any other way encumbered the same, that to the best of its knowledge no other party has any superior rights in the Trademark with respect to goods set forth in the trademark registrations, and that it has the full right to convey, free of all licenses and encumbrances, the entire interest hereby assigned.

3. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may be necessary or desirable to effectuate this agreement and assignment.

IN WITNESS WHEREOF, Assignor's duly authorized officer has hereto affixed his/her signature on behalf of Assignor, on this 14th day of July, 1999.

[SIGNATURE PAGE FOLLOWS]

