

07-30-1999

FIVE
DEPARTMENT OF COMMERCE
Patent and Trademark Office
29
ments or copy hereof.



101105202

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):
Xactdose, Inc. *MLD 7-29-99*
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Illinois
 Other _____
Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies):
Name: Alpharma USP Inc.
Address: 7205 Windsor Boulevard
Baltimore, MD 21244
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Maryland
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 12/12/97

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) & addresses attached?
 Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 2250880
Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael J. Blum
Internal Address: Alpharma Inc.
Street Address: One Executive Drive
City: Fort Lee State: N.J Zip: 07024

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
(Only if total fee is not sufficient)

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

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01 FC:481 40.00 DP

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.

Michael J. Blum Michael J. Blum 7/23/99
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

TRADEMARK AND TRADE NAME ASSIGNMENT

This **TRADEMARK AND TRADE NAME ASSIGNMENT** ("Assignment") is made and entered into this _____ day of December, 1997 ("Effective Date"), by and between Alpharma USPD Inc., a Maryland corporation with its principal office located at 7205 Windsor Boulevard, Baltimore, Maryland 21244-2654 ("Alpharma") and Xactdose, Inc., an Illinois corporation with its principal office located at 722 Progressive Lane, South Beloit, Illinois 61080 ("Xactdose").

WHEREAS, Xactdose is the sole and exclusive owner of the entire right, title and interest in, to and under those trademarks, service marks and trade names and the registrations and applications for registration identified and set forth on Schedule 1 attached hereto (collectively, the "Xactdose Trademarks"); and

WHEREAS, pursuant to that certain Supply, Distribution and Collaboration Agreement dated the same date hereof ("Supply Agreement"), Xactdose has agreed to assign to Alpharma the entire right, title and interest in and to the Xactdose Trademarks;


NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Xactdose hereby sells, assigns, transfers and sets over to Alpharma the entire right, title and interest in and to the Xactdose Trademark; together with the goodwill of the business in connection with which the Xactdose Trademarks are used, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Alpharma's own use and enjoyment, and for the use and enjoyment of Alpharma's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Xactdose if this Assignment and sale had not been made; together with all income, royalties or payments due or payable on the Effective Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Xactdose Trademarks, with the right to sue for or collect the same for Alpharma's own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives.

Xactdose shall provide Alpharma, and its successors, assigns or other legal representatives, cooperation and assistance at Alpharma's request and expense, including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: (i) in the preparation and prosecution of any applications for registration or any applications for renewal of a registration governing the Xactdose Trademarks;

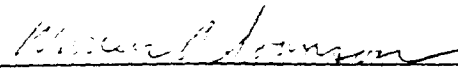
(ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Xactdose Trademarks, including testifying as to any facts relating to the Xactdose Trademarks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Xactdose Trademarks that Alpharma may deem appropriate which may be secured under the laws of any country; and (iv) in the implementation or perfection of the Assignment.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ALPHARMA USPD INC

By: 
Name: Thomas L. Anderson
Title: President

XACTDOSE, INC.

By: 
Name: WARREN A. SWANSON
Title: President

STATE OF Massachusetts)
) ss.:
COUNTY OF Wattamansett)

On this 5th day of December, 1997, there appeared before me James J. [unclear], personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Alpha Pharma USPD Inc.

[Signature]
Notary Public
MY COMMISSION EXPIRES AUGUST 8, 2000

STATE OF Georgia)
) ss.:
COUNTY OF Fulton)

On this 12 day of December, 1997, there appeared before me Walter S. [unclear], personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Xactdose, Inc.

[Signature]
Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires May 12, 1998

SCHEDULE 1

FEDERAL TRADEMARK APPLICATION

Mark	Application No.	Filing Date
XACT DOSE and Design	75-330,104	7/24/97

ILLINOIS TRADEMARK REGISTRATION

Mark	Registration No.	Registration Date
XACTDOSE and Design	50,029	7/1/81
XACTDOSE	50,028	7/1/81

TRADENAME

XACTDOSE