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08-24-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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RECORDATION FORM COVER SHEET
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08-16-1999

U.S. Patent & TMO's/TM Mail Rcpt Dt. #26

and Trademarks: Please record the attached original document(s) or copy(ies).

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- New
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Document ID #
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05/14/99

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

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Name

DBA/AKA/TA

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115E

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- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
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08/23/1999 MTHAI1 00000239 75214416

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01 FC:481 40.00 OP
02 FC:482 75.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

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No

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. Charges to deposit account are authorized, as indicated herein.

STEPHANIE K. WADE

Name of Person Signing

Stephanie Wade
Signature

8/10/99

Date Signed



08-16-1999

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SCHEDULE 4

TRADEMARK ASSIGNMENT

WHEREAS, SmithKline Beecham Corporation, a Pennsylvania corporation with an address of One Franklin Plaza, Philadelphia, Pennsylvania 19101, (hereinafter "Assignor"), has a bona fide intent to use or is using the trademarks listed on the attached Schedule (hereinafter Trademarks) and applied to register the Trademarks based on Assignor's bona fide intent to use the Trademarks in commerce in connection with the identified goods and/or services, and is the owner of such Trademarks, the goodwill of the business symbolized thereby and the applications relating to the Trademarks; and

WHEREAS, TheraTech, Inc., a corporation organized under the laws of Delaware, with an address of 417 Wakara Way, Suite 100, Salt Lake City, Utah, 84108, (hereinafter "Assignee"), desires to acquire the part of the business of Assignor in connection with which Assignor has a bona fide intent to use or is using the Trademarks, and Assignor's entire right, title and interest in and to the Trademarks identified on the attached Schedule, the goodwill of the business symbolized thereby, and all applications relating to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer and quitclaim unto Assignee the entire right, title and interest of Assignor in and to the Trademarks listed on the attached Schedule together with the goodwill of the business symbolized thereby, and with that portion of Assignor's business in connection with which it has a bona fide intent to use or is using the Trademarks, and the applications relating to the Trademarks, including, without limitation all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks by a third party or third parties, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor covenants and agrees that it shall, upon request, execute (including appropriate notarization and legalization) and deliver, or cause to be executed and delivered, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representative, all of Assignor's right, title and interest to the Trademarks listed on the Schedule and all applications and registrations for the Trademarks.

3. Other than as set forth in the Termination Agreement among Assignor, Assignee and SmithKline Beecham Corporation of even date herewith (the "Termination Agreement"), Assignor makes no warranty, express or implied, with respect to the Trademarks or Trademark rights involved in this transaction, assignment and transfer, and Assignee shall have no recourse against Assignor therefor, other than as set forth in the Termination Agreement.

4. If Assignee elects to record any document or transfer, Assignee shall bear the costs and fees associated with recording.

IN WITNESS WHEREOF, each party has caused its proper officer or other authorized representative to execute this Trademark Assignment effective as of May 14, 1999.

SmithKline Beecham Corporation

By: Donald F. Parman
Name: Donald F. Parman
Title: Vice President & Associate General Counsel
Date: 5/14/99

TheraTech Inc.

By: R. H. P. Funsten
Name: Robert C. Funsten
Title: Secretary
Date: May 24, 1999

SCHEDULE TO TRADEMARK ASSIGNMENT

Trademark	Application No. and Filing Date	
TESTOSTERONE SOURCE	75/214416	December 17, 1996
TESTOSTERONESOURCE	75/214417	December 17, 1996
THE TESTOSTERONE SOURCE	75/305859	June 9, 1997
EQUALIZE	75/244320	February 19, 1997