



To the Honorable Commissioner of

Attached original documents or copy hereof.

101165550

1. Name of conveying party(ies):

I.D. Russell Co. Laboratories

- Individual(s)
- General Partnership
- Corporation-State Missouri
- Other

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

3. Nature of conveyance: MPO 10 5 99

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

Execution Date: 9-2-99

Name and address of receiving party(ies):

Alpharma Inc.

One Executive Drive
Fort Lee, new Jersey 07024

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

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) 1695742

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: NJ Zip: 07024

6. Total number of applications and registration involved: (one)

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)

10/05/1999 DNGUYEN 00000114 1695742

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
Signature

9-28-99
Date

Name of Person Signing

Total number of pages comprising cover sheet: 5 (five)

TRADEMARK AND TRADE NAME ASSIGNMENT

This TRADEMARK AND TRADE NAME ASSIGNMENT ("Assignment") is made and entered into this 2nd day of September, 1999 ("Effective Date"), by and between Alpharma Inc., a Delaware corporation with its principal office located at One Executive Drive, Fort Lee, New Jersey 07024 ("Alpharma") and I.D. Russell Company, Laboratories, a Missouri corporation with its principal office located at 1301 Iowa Ave., Longmont, Colorado ("Russell").

WHEREAS, Russell 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 "Russell Trademarks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated September 2, 1999, Russell has agreed to assign to Alpharma the entire right, title and interest in and to the Russell 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, Russell hereby sells, assigns, transfers and sets over to Alpharma the entire right, title and interest of Russell in and to the Russell Trademarks together with the goodwill of the business in connection with which the Russell Trademarks are used, and all registrations and applications therefore in the United States and all foreign jurisdictions, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign jurisdictions, 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 Russell if this Asset Purchase Agreement 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 Russell 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.

Russell 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 Russell Trademarks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Russell Trademarks, including testifying as to any facts relating to the Russell Trademarks assigned herein and this Assignment; (iii) in obtaining any

additional trademark protection for the Russell Trademarks that Alharma may deem appropriate which may be secured under the laws of any jurisdiction; 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 INC.

By: 

Name: Robert F. Wrobel

Title: Vice President and Secretary

I.D. RUSSELL COMPANY, LABORATORIES

By: 

Name: John P. Russell

Title: President / General Manager

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

Robert F. Wrobel

On this 2nd day of September, 1999, there appeared before me ~~Bruce Andrews~~,
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 Inc.

KAREN S. MILLER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires March 23, 2002

Karen S. Miller

Notary Public

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 2nd day of September, 1999, there appeared before me John P. Russell,
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 I.D. Russell
Company, Laboratories.

KAREN S. MILLER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires March 23, 2002

Karen S. Miller

Notary Public

SCHEDULE 1

FEDERAL TRADEMARK APPLICATION

Trademark	Registration Number	Registration Date
R RUSSELL (Stylized)	1,695,742	June 23, 1992

TRADE NAME

I.D. RUSSELL COMPANY, LABORATORIES