

11-12-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MRD 11/5/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- 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

Citizenship/State of Incorporation/Organization

11/10 1999 DNGUYEN 00000206 1411995

FOR OFFICE USE ONLY

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02 FC 482

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001987 FRAME: 0256

**Domestic Representative Name and Address**

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)

Address (line 3)

Address (line 4)

**Pages**

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

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1411993"/>	<input type="text" value="1599160"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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: Yes  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.

Bryna S. Silver

Signature

Date Signed

Name of Person Signing

## ASSIGNMENT

This instrument, effective as of July 1, 1995, is made by and between Armour Pharmaceutical Company, a Delaware corporation ("Assignor") and APC Holdings Inc., a Delaware limited liability company ("Assignee").

1. Assignment. As a contribution of capital to Assignee, the Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of the Assignor's and its affiliates' entire right, title and interest in and to each of the following with respect to the products identified on Schedule A hereto (the "Products"):

(a) All trademarks and all other names and slogans specified on Schedule B hereto, together with all of the rights to apply for, in the name of the Assignee or otherwise as may be appropriate and as may be elected by the Assignee, and to obtain and hold registrations of the same, and renewals and extensions thereof, worldwide (the "Trademarks");

(b) All patents specified on Schedule C hereto, together with all of the rights to obtain and hold any continuations, continuations-in-part, divisions, reexaminations, reissues or extensions thereof, worldwide (hereinafter "the Patents");

(c) All trade dress, advertising and promotional materials which relate to the marketing of the Products worldwide;

(d) All copyrights related to any of the foregoing;

(e) All goodwill related to the Products;

(f) All technical knowledge, trade secrets, proprietary rights, formulae, manufacturing and marketing techniques and procedures, analytical methodology, processes, whether patented or unpatented, clinical, stability, bioavailability, toxicological and other data and information, and other information possessed by Assignor or its affiliates or which Assignor or its affiliates has the right to use with respect to the Products (collectively, the "Know-How"), together with all documents, written descriptions, written procedures, batch records, laboratory notebooks, drawings, specifications, and all other tangible manifestations of such Know-How;

(g) All claims, demands and causes of action of whatsoever nature which the Assignor and its affiliates now have with respect to the Trademarks, Patents, trade dress, copyrights, goodwill and/or Know-How set forth above and all right to sue thereon and to recover thereon, including without limitation, all causes of action for, and all rights to sue for and to recover and retain damages and profits for, past, present or future infringement thereof.

2. Further Assurances. Assignor shall perform all such other actions and shall execute, acknowledge, and deliver all such assignments, transfers, consents, and other documents as Assignee or its counsel reasonable request to vest more fully in Assignee, and perfect Assignee's right to and interest in, and enjoyment of, the

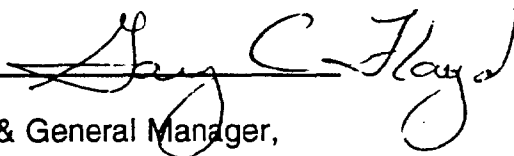
Trademarks and other assets assigned, transferred, sold, delivered, and conveyed by this Instrument.

3. Parties in Interest. This Instrument shall inure to the benefit of the Assignee and its successors, assigns and legal representatives, and shall be binding upon the Assignor and its successors, assigns and legal representatives.

4. Governing Law. This Instrument shall be construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without reference to its principles of conflicts of law.

IN WITNESS WHEREOF, Assignor has duly executed this Instrument and caused it to be acknowledged on the date first above written.

Armour Pharmaceutical Company

By: Gary C. Floyd   
Title: Vice President & General Manager,  
The Americas

# **SCHEDULE B**

# **TRADEMARKS**

TITULAIRE : APHOUR PHARMACEUTICAL COMPANY

DELÉGUÉ : tous les délégués

MARQUE : HUMATE P

Pays	Classes	Alph.		Numéro & Date de DEPOI	Numéro & Date d'ENREGISTREMENT		Statuts
		Local			Date de PUBLICATION		
ETATS-UNIS D'AMERIQUE (USA)	1 5			587600 12MARS1986	1411993	07OCT1986	Renouvellement au 07OCT2006

