

11-30-1999

Form PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of

101208370

ached original documents or copy thereof.

1. Name of conveying party(ies):

Bayer Corporation

- Individual(s)
- General Partnership
- Corporation-State: Indiana
- Other

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

Name and address of receiving party(ies):

Name: Hollister-Stier Laboratories, LLC.

Internal Address:

Street Address: 3525 North Regal Street

City: Spokane State: WA ZIP: 99207

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

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) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: May 20, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/508740; 75/508744; 75/327517; 75/327518;
75/508747; 75/508741; 75/478574; 75/508746;
75/508742; 75/350162; 75/442068

B. Trademark Registration

1,961,512; 1,939,510;
No.(s) 1,564,139; 1,903,921;
544,387; 1,841,557 775,252; 2,012,379
754485; 1,643,320; 1,250,145

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lisa T. Oratz

Internal Address: Perkins Coie LLP

Street Address: 411 - 108th Avenue N.E.

Suite 1800

City: Bellevue State: WA ZIP: 98004

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41):..... \$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Lisa T. Oratz

Name of Person Signing

Signature

6/21/99

Date

Total number of pages comprising cover sheet, attachments and document: 6

DO NOT DETACH THIS PORTION



Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

11-10-1999

U.S. Patent & TMO/TM Mail Rpt Dt. # 31

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

U.S./CANADA TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made May 20, 1999 by **BAYER CORPORATION**, an Indiana corporation ("Seller"), to **HOLLISTER-STIER LABORATORIES LLC**, a Delaware limited liability company ("Purchaser"), pursuant to the Agreement Relating to Sale of the Allergy Products Business by and among Seller, Bayer, Inc., a Canadian Corporation, and Purchaser, dated as of February 26, 1999 (the "Asset Purchase Agreement") (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement").

WHEREAS, Seller has adopted and used in its Allergy Products Business certain trademarks, including without limitation the trademarks set forth on the attached Schedule A; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Seller has agreed to sell, and Purchaser has agreed to buy, all trademarks, service marks and trade names of Seller Related to its Allergy Products Business and all registrations and applications therefor, including without limitation the registrations and applications listed on Schedule A registered or pending in the United States of America and Canada, (collectively the "Transferred Trademarks"), but such sale shall not include trademarks or any registrations or applications for registration of such trademarks outside the United States of America or Canada.

NOW, THEREFORE, for good and valuable consideration paid by Purchaser to Seller pursuant to the Asset Purchase Agreement at or before the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and deliver to Purchaser, its successors and assigns, all right, title and interest in and to said Transferred Trademarks (excluding any trademarks, registrations or applications for registration of such trademarks outside the United States of America or Canada), together with the goodwill of the business symbolized by the Transferred Trademarks, all of the foregoing to be held and enjoyed by Purchaser for its own use and for the use of its successors, assigns or other legal representatives, together with all claims for damages by reason of past, present and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this transfer to Purchaser had not been made.

Seller hereby agrees to take such other action as Purchaser may reasonably request to effect, evidence or perfect this assignment, including without limitation the execution of all such documents as may be required to transfer and record the transfer in the United States of America and Canada of any application for registration or registration of any Transferred Trademark.

Seller hereby appoints and constitutes Purchaser as attorney-in-fact for Seller (this appointment to be irrevocable and a power coupled with an interest) with respect to the transfer of title of any of the Transferred Trademarks. Purchaser's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any Transferred Trademarks, and to take any other actions necessary or incident to the powers granted to Purchaser in this Trademark Assignment.

This instrument shall inure to the benefit of Purchaser and its successors and assigns and shall be binding upon Seller and its successors and assigns.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivery on the date first above written.

Seller:

Purchaser:

BAYER CORPORATION

HOLLISTER-STIER
LABORATORIES LLC

By: 

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Seller hereby agrees to take such other action as Purchaser may reasonably request to effect, evidence or perfect this assignment, including without limitation the execution of all such documents as may be required to transfer and record the transfer in the United States of America and Canada of any application for registration or registration of any Transferred Trademark.

Seller hereby appoints and constitutes Purchaser as attorney-in-fact for Seller (this appointment to be irrevocable and a power coupled with an interest) with respect to the transfer of title of any of the Transferred Trademarks. Purchaser's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any Transferred Trademarks, and to take any other actions necessary or incident to the powers granted to Purchaser in this Trademark Assignment.

This instrument shall inure to the benefit of Purchaser and its successors and assigns and shall be binding upon Seller and its successors and assigns.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivery on the date first above written.


Seller:

Purchaser:

BAYER CORPORATION

HOLLISTER-STIER
LABORATORIES LLC

By: _____
Name: _____
Title: _____


By: _____
Name: _____
Title: _____

STATE OF ~~NEW YORK~~)
 ~~Connecticut~~) SS: W. Haven
COUNTY OF ~~NEW YORK~~)
 New Haven

On the 20th day of May 1999, before me personally came R.C. Scator to me known, who, before me duly sworn, did depose and say that he is the Vice President of **Bayer Corporation**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Elaine Porter
Notary Public

ELAINE PORTER
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2001

SCHEDULE A**Transferred Trademarks**

	<u>U.S. Registration or Application ("PEN") No.</u>	<u>Canadian Registration or Application ("PEN") No.</u>
ALLERGEX	544387	---
ALLERGY FORUM	1841557	---
ALLPYRAL	754485	141385 ✓
ANA-GUARD	1643320	---
ANA-KIT	1961512	225641 ✓
ANA-KIT (STYLIZED)	1939510	---
ANAKIT	1564139	---
ANATWIN	PEN (75/508740)	---
ANATWINJR	PEN (75/508744)	---
BIPHINE	PEN (75/327517)	---
BIPHINE JR.	PEN (75/327518)	---
CONJUVAC	---	237939 ✓
CURRENT ALLERGY PRACTICE	1903921	---
DUODOSE	PEN (75/508747)	---
DUODOSEJR	PEN (75/508741)	---
HOLLISTER-STIER	PEN (75/478574)	---
HOLLISTER-STIER LABORATORIES	775252	225645 ✓
QUINTEST	2012379	TMA479405 ✓
TWINDOSE	PEN (75/508746)	---
TWINDOSEJR	PEN (75/508742)	---
TWINJECT	PEN (75/350162)	---
TWINJECTJR	PEN (75/442068)	---
VENOMIL	---	PEN (864559)
VENOMIL	---	PEN (766913)
VENOMIL	1250145	---

PERKINS COIE LLP

1201 THIRD AVENUE, 48TH FLOOR • SEATTLE, WASHINGTON 98101-3099

TELEPHONE: 206 583-8888 • FACSIMILE: 206 583-8500

November 4, 1999

EL529705067US

VIA U.S. EXPRESS MAIL

Assistant Commissioner for Trademarks
Attention: Office of Trademark Program Control
U.S. Patent & Trademark Office
2900 Crystal Drive
Arlington, VA 22202-3513

Re: *Revocation of Power of Attorney and Appointment of New Attorney*
Mark: DUODOSEJR
Class: 5
Applicant: Bayer Corp.
Our Ref.: 31377-0004

Assistant Commissioner:

Enclosed please find a Revocation of Power of Attorney and Appointment of New Attorney for the above-referenced pending trademark application.

Very truly yours,

Lalitha Mani (mhm)
Lalitha Mani

LM:mhm
Enclosures

cc: Hollister-Stier Laboratories, LLC
Pamela M. Teller, Paralegal

[31377-0004/SL993080.042]

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bayer Corp.

Serial No.: 75/508,741

Filed: June 25, 1998

Mark: DUODOSEJR

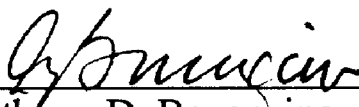
REVOCATION OF POWER
OF ATTORNEY AND
APPOINTMENT OF NEW
ATTORNEY

Applicant hereby revokes all previous powers of attorney and appoints the law firm Perkins Coie LLP, 1201 Third Avenue, Suite 4800, Seattle, Washington 98101-3099, (206) 583-8888, including Heidi L. Sachs, Erika J. Starrs, Catherine H. Tran, Martin S. Goldberg, Jessica Stone Levy, Lalitha Mani and Kirsten W. Foster, members of the Bar of the State of Washington, with full power of substitution and revocation, to make alterations and amendments and to transact all business in the U.S. Patent and Trademark Office in connection with this matter.

Please address all future correspondence to Lalitha Mani at the above-stated address.

DATED: Nov. 01, 1999.

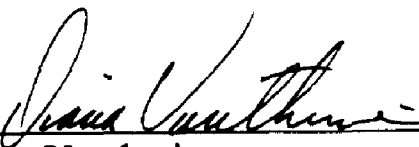
Hollister-Stier Laboratories, LLC.

By 
Anthony D. Bonanzino
President and Chief Executive Officer

CERTIFICATE OF MAILING

I CERTIFY that on November 4, 1999, I mailed (via U.S. Express Mail # EL 52970506749) the attached REVOCATION OF POWER OF ATTORNEY AND APPOINTMENT OF NEW ATTORNEY regarding the mark "DUODOSEJR" in International Class 5 (Serial No. 75/508,741) to:

Assistant Commissioner of Trademarks
Attention: Office of Trademark Program Control
U. S. Patent & Trademark Office
2900 Crystal Drive
Arlington, VA 22202-3513



Diana Vautherine



EL529705067US

**POST OFFICE
TO ADDRESSEE**



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FROM: (PLEASE PRINT) PERKINS COIE 1201 3RD AVE STE 4000 SEATTLE WA 98101-3000 TELLER / 31377-0004 / HOLLISTER	TO: (PLEASE PRINT) Assistant Commissioner for Trademarks Attn: Office of Trademark Program Control U.S. Patent & Trademark Office 2900 Crystal Drive Arlington, VA 22202-3513
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PRESS HARD. You are making 3 copies. **FOR PICKUP OR TRACKING CALL 1-800-222-1811** www.usps.gov

RECEIPT IS HEREBY ACKNOWLEDGED OF:

Execution of Power of Attorney; Appointment of New Attorney

for the mark DUODOSEIB

Registration/Serial No.: 75/505 791

Check in the amount of \$ 11/11

Hollister-Stier Labs
31377-4