

12-29-1999

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Attorney Docket No. 032058-068

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

UCB PHIP Inc. 12-10-99

- Individual(s)
- General Partnership
- Corporation - DELAWARE
- Association
- Limited Partnership

Other: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: \_\_\_\_\_

Execution Date: August 2, 1999

2. Name and address of receiving party(ies):

Name: K-V Pharmaceutical Company

Address: 2503 South Hanley  
St. Louis, Missouri 63144

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - DELAWARE
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,365,182

Additional numbers attached?  Yes  No

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

Name: Bassam N. Ibrahim, Esq.

Address: Burns, Doane, Swecker & Mathis, L.L.P.

Post Office Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 1 (one)

7. Total fee (37 CFR 3.41): \$ 40

Enclosed

Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

(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.

Bassam N. Ibrahim  
Name of Person Signing

[Signature]  
Signature

12/10/99  
Date

Total number of pages including cover sheet, attachments, and document: 4

12/28/1999 DNGUYEN 00000293 1365182

01 FC:481

40.00 OP

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of ~~30 June~~ <sup>2 August</sup> 1999 by UCB PHIP Inc., a Delaware corporation, with its principal place of business at 913 North Market Street, Suite 417, Wilmington, Delaware 19801 ("Assignor") to K-V PHARMACEUTICAL COMPANY, a Delaware corporation, with its principal place of business at 2503 South Hanley, St. Louis, MO 63144 ("Assignee").

WHEREAS, pursuant to a certain Agreement between Assignee and Assignor and its affiliate dated as of June 30, 1999 relating to the "Acquisition of Precare®", Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks and trademark registrations set forth on Exhibit A hereto (the "Trademarks"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.
3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Binding Effect The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

UCB PHIP Inc.

By: Nadine K. Craig  
Title: Att-in-fact  
J. M. Gagnor, Jr., Att-in-fact  
"Assignor"

K-V PHARMACEUTICAL COMPANY

By: Robert L. Fulmer  
Title: Corp. V.P. Business Development  
"Assignee"

STATE OF Georgia )  
COUNTY OF Cobb ) SS.

On this 2<sup>nd</sup> day of August, 1999, before me Pat Squigroli  
a Notary Public in and for said state, personally appeared Nadine Craig & Joseph M. Gagnor, Jr.  
known to me to be the person who executed the within instrument on behalf of Assignor  
and acknowledges to me that (s)he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Pat Squigroli  
Notary Public

My Commission Expires:  
Notary Public, Cobb County, Georgia.  
My Commission Expires November 13, 1999.

## EXHIBIT A

<u>Trademark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Next due date</u>
PRECARE	USA	01-04-1985	15-10-1985	1,365,182	15-10-2000 (Renewal)
PRECARE	Canada	09-08-1994	14-08-1997	TMA480,431	14-08-2012 (Renewal)

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TRADEMARK  
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