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TRADEMARKS ONLY



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To the Honorable Commissioner of Patents and Trademarks: Please record the

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OPR/PENANCE

1. Name of conveying party(ies):
Schwarz Pharma, Inc.

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

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

2. Name and address of receiving party(ies)
Name: SRZ Properties, Inc.
Internal Address: _____
Street Address: 103 Foulk Road, Suite 200
City: Wilmington State: DE Zip: 19801

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

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: January 3, 2000

4. Application number(s) or patent number(s):
A. Trademark Application No.(s):

B. Trademark Registration No.(s):
0560590, 0681714, 1012054, 1012055

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Peter W. Becker, Esq.
Internal Address: Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c.
Street Address: 1000 North Water Street, Suite 2100
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115.00
 Enclosed
 Authorized to be charged to deposit account
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:
18-0882
(Attach duplicate copy of this page if paying by deposit account)

01/14/2000 DCOATES 00000102 0560590
01 FC: 481 40.00 OP
02 FC: 482 75.00 OP

DO NOT USE THIS SPACE

File OK

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.

Peter W. Becker
Name of Person Signing

[Signature]
Signature

January 3, 2000
Date

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

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

ASSIGNMENT OF INTELLECTUAL PROPERTIES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTIES, effective the 3rd day of January, 2000, is between Schwarz Pharma, Inc., a Delaware corporation having offices at 6140 West Executive Drive, Mequon, WI 53092 ("Assignor") and SRZ Properties, Inc., a Delaware corporation having offices at 103 Foulk Road, Suite 202, Wilmington, DE 19803 ("Assignee").

RECITALS

A. Assignor is the owner of all right, title and interest in and to certain intellectual properties as specified below.

B. The Assignor desires to assign all right, title and interest in these properties to the Assignee and the Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee and Assignor agree as follows:

1. Assignment of Trademarks. The Assignor assigns and contributes to the Assignee all of Assignor's right, title and interest worldwide, both statutory and common law, in and to the trademarks, trademark registrations, and applications for trademark registration listed in Schedule A attached hereto (the "Trademarks"), along with all of the goodwill associated with the Trademarks.


2. Assignment of Trade Secrets. The Assignor assigns and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to all trade secrets, unfiled patent or invention disclosures, confidential information and know-how used exclusively in the manufacture or marketing of products offered for sale bearing the Trademarks.

3. Assignment of Copyrights. The Assignor assigns and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to any copyrightable works used exclusively in the manufacture or marketing of products offered for sale bearing the Trademarks, including without limitation all of the exclusive rights listed in 17 U.S.C. § 106.


4. Assignment of Accrued Enforcement Rights. The Assignor assigns and contributes to the Assignee any causes of action for infringement of any of the intellectual properties specified in Paragraphs 1 through 3 above that may have accrued prior to the effective date of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands.

For Assignor, Schwarz Pharma, Inc.:

BY: 
Richard D. Losiniecki, CFO

For Assignee, SRZ Properties, Inc.:

BY 

Andrew T. Panaccione,
Vice-President

SCHEDULE A

Registered Marks

<u>Trademark</u>	<u>U.S. Registration Number</u>	<u>Issue Date</u>
KUTAPRESSIN	0560590	06/24/52
KUDROX	0681714	07/14/59
KU-ZYME	1012054	06/03/75
KUTRASE	1012055	06/03/75

Common Law Marks

MILKINOL
CALCIFEROL