

MU 2/25/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-03-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101303590

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

12171999

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/AKA/TA

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

03/31/2000 DNGUYEN 00000024 1848962

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 002042 FRAME: 0302

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="1848962"/>	<input type="text" value="1858818"/>	<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.

Elisa Raley

Elisa Raley

2/25/00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF U.S. TRADEMARK

ASSIGNMENT OF TRADEMARK (the "Assignment") made as of December 17, 1999 by Granutec, Inc., a North Carolina corporation ("Assignor").

WHEREAS, Assignor and Leiner Health Products Inc., a Delaware corporation ("Assignee"), are, among others, parties to an Asset Purchase Agreement, dated as of October 7, 1999 (the "Agreement"), which provides for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted and used and is using, in connection with the Business, the trademark GRANUTEC, which is registered in the United States Patent & Trademark Office (registration number 1848962), and the service mark GRANUTEC, which is registered in the United States Patent & Trademark Office (registration number 1858818) (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase and acquire all right, title and interest of Assignor in, to and under the Assigned Marks and the goodwill with which they are associated and which is symbolized by the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Assigned Marks, any registrations and applications for registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all Liens except liens securing only Assumed Liabilities and Permitted Liens; all rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements or other unauthorized use of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor shall, and shall cause each of its Affiliates to, from time to time, execute and deliver to Assignee or its successors, assigns or legal representatives such additional instruments, documents, conveyances and assurances and take such other actions as shall be necessary, or otherwise reasonably requested by Assignee or its successors, assigns or legal representatives, to confirm and assure the rights and obligations provided for in the Agreement, render effective the consummation of the transactions contemplated thereby and hereby and more effectively to vest in Assignee beneficial and record title to the Assigned Marks.

All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks are incorporated herein by reference. Nothing contained herein shall be deemed to modify, direct, expand or amend any of such representations and warranties or rights and remedies of any Assignor or Assignee under the Agreement.

This Assignment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and, in all other respects including as to validity, interpretation and effect, by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed as of the date first above written.

GRANUTECH, INC.

By: [Signature]
Name:
Title:

"Express Mail" mailing label No. EK052138543W
Date of Deposit February 25, 2000

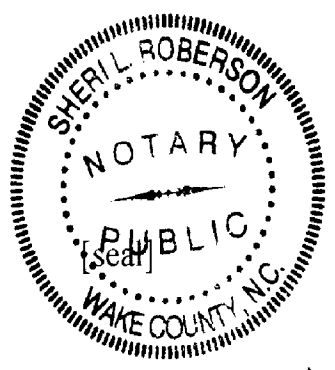
I hereby certify that this paper or fee is being
deposited with the United States Postal Service, Express
Mail Post Office to Addressee[®] service under PS 2871-110
on the date indicated above, and in accordance with the
Commissioner of Patents and Trademarks, Washington,
D.C. 20591

ELISA RALEY
(Printed or printed name of person mailing paper or fee)
[Signature]
(Signature of person mailing paper or fee)

TRADEMARK
REEL: 002042 FRAME: 0306

STATE OF North Carolina)
) ss.:
COUNTY OF Wake)

On this 17 day of December, 1999, before me personally came Leslie L. Dan
to me known, who, being by me duly sworn, did depose and say that he resides at
; that he is the Vice President of Granutec, Inc., the corporation described in and
which executed the above instrument; that s/he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that it was so affixed by order of
the Board of Directors of said corporation and that s/he signed his name thereto by like
order.



Sheril L. Roberson
Notary Public

My commission expires: 4/13/03

Express Mail mailing label No. EK05213854345

Date of Deposit February 25, 2000

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Next Business Day" service under 39 CFR 3010 of the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Elisa Raley
(Typed or printed name of person mailing paper or fee)

Elisa Raley
(Signature of person mailing paper or fee)

"Express Mail" mailing label No. EN052138543US

Date of Deposit FEBRUARY 25, 2000

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

ELISA RALEY

(Typed or printed name of person mailing paper or fee)

Elisa Raley

(Signature of person mailing paper or fee)