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04-03-2000

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

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



101303591

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		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name Granutec, Inc. Execution Date
Month Day Year
12171999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization North Carolina

Receiving Party Mark if additional names of receiving parties attached

Name Leiner Health Products, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 901 East 233rd Street

Address (line 2) _____

Address (line 3) Carson California 90745
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

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.)

FOR OFFICE USE ONLY

03/31/2000 DNGUYEN 00000023 75861139

01 EC:481 40.00 OP
02 EC:482 50.00 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, D.C. 20231

REEL: 002042 FRAME: 0691

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)

<input type="text" value="75861139"/>	<input type="text" value="75860747"/>	<input type="text" value="75859896"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<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

Name of Person Signing

Elisa Raley
Signature

2/25/00

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, as amended and restated (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 trademarks SWIFT-AID, for which an application for registration has been filed in the United States Patent & Trademark Office (serial number 75-861,139); INSTANTAID, for which an application for registration has been filed in the United States Patent & Trademark Office (serial number 75-860, 747); and SPRAY'N'SOOTHIE, for which an application for registration has been filed in the United States Patent & Trademark Office (serial number 75-859,896) (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: *Leslie Dan*
Name: *LESLIE DAN*
Title: *CHAIRMAN*

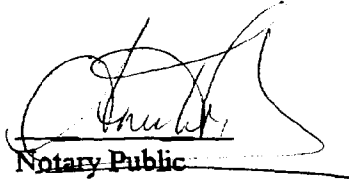
"Express Mail" mailing label No. *EK052136984US*
Date of Deposit *February 25, 2000*

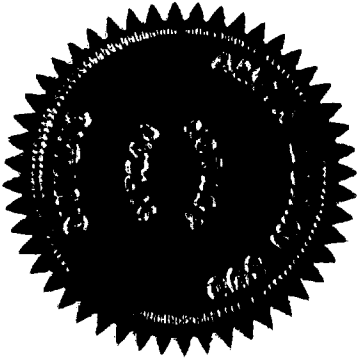
I hereby certify that this paper or form being
deposited with the United States Postal Service "Express
Mail Post Office to Addressee" service under PS Form 3849
on the date indicated above and is subject to the
Commissioner of Patents and Trademarks, Washington,
D.C. 20231.

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

PROVINCE
STATE OF ONTARIO)
COUNTY OF CANADA) ss.:

On this 8 day of February before me personally came Leslie Dan to me known, who, being by me duly sworn, did depose and say that he resides at 98 THE Bridle Path, Toronto, Ontario; that he is the CHAIRMAN 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.


Notary Public



"Express Mail" mailing label No EKO 52136984U
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" Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the United States Patent and Trademark Office, Washington, D.C. 20501

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