

03/13/00

05-01-2000

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

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



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**RECORDATION FORM COVER SHEET
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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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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 Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

04/28/2000 TTON11 00000086 501205 1590467

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

TRADEMARK
REEL: 002062 FRAME: 0567

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)

| | | | | | |
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| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1590467"/> | <input type="text"/> | <input type="text"/> |
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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.

Melvyn A. Silver



3/8/00

Name of Person Signing

Signature

Date Signed

EXHIBIT C

ASSIGNMENT

WHEREAS, Schwarz Pharma, Inc. ("SCHWARZ"), a Delaware corporation, having a place of business at 5600 County Line Road, Mequon, Wisconsin, 53092, is the owner of the trademarks and the trademark registrations therefor, as listed in the attached Schedule A;

WHEREAS, Bayer Corporation ("BAYER"), an Indiana corporation having a principal place of business at 400 Morgan Lane, West Haven, Connecticut 06516, is desirous of acquiring all right, title and interest in and to said marks and said trademark registrations listed on the attached Schedule A, and the goodwill associated therewith ("TRADEMARK PROPERTIES"), and SCHWARZ has agreed to assign the TRADEMARK PROPERTIES to BAYER;

NOW, THEREFORE, for good and valuable consideration, including that listed above, the receipt of which is hereby acknowledged, SCHWARZ does hereby sell, assign and transfer to BAYER, the entire right, title and interest in and to said TRADEMARK PROPERTIES listed in the attached Schedule A, together with the goodwill of the business associated therewith, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the TRADEMARK PROPERTIES, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the TRADEMARK PROPERTIES set forth in Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the TRADEMARK PROPERTIES; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the TRADEMARK PROPERTIES, including, but not limited to, testifying as to any facts relating to the TRADEMARK PROPERTIES assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the TRADEMARK PROPERTIES that Assignee reasonably may deem appropriate

that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

SCHWARZ PHARMA, INC.

Date: November 1, 1990

By: *V. Filini*

Title: PRESIDENT

Sandra A. Kallis
Witness

Schedule A to Trademark Assignment

Trademark Registrations

| <u>Mark</u> | <u>Country</u> | <u>Reg'n No.</u> | <u>Issued</u> |
|-------------|----------------|------------------|---------------|
| Pre-Pen | Canada | 111,688 | 05/06/91 |
| Pre-Pen | Finland | 99,671 | 10/20/87 |
| Pre-Pen | Sweden | 208,920 | 02/05/88 |
| Pre-Pen | United States | 1,590,467 | 04/10/90 |