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07-31-2000

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



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

101418265

6.29.00

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
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
5 2 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name RVI TECHNOLOGY CORPORATION

Formerly _____

566241

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization NEW JERSEY

Receiving Party

Mark if additional names of receiving parties attached

Name ALPHARMA INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) ONE EXECUTIVE DRIVE

Address (line 2) _____

Address (line 3) FORT LEE NEW JERSEY 07024
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 DELAWARE

FOR OFFICE USE ONLY

07/31/2000 MTHAI1 00000020 566241

01 FC:481 40.00 OP
02 FC:482 325.00 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

TRADEMARK
REEL: 002111 FRAME: 0723

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name MICHAEL J. BLUM

Address (line 1) ONE EXECUTIVE DRIVE

Address (line 2) FORT LEE, NEW JERSEY 07024

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 201-228-5016

Name MICHAEL J. BLUM, ESQ.

Address (line 1) ONE EXECUTIVE DRIVE

Address (line 2) FORT LEE, NEW JERSEY 07024

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

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)

<u>809,161</u>	<u>894,926</u>	<u>810,374</u>
<u>1,395,489</u>	<u>964,021</u>	<u>639,933</u>
<u>924,594</u>	<u>898,607</u>	<u>1,425,420</u>

Number of Properties

Enter the total number of properties involved.

14

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.

MICHAEL J. BLUM, ESQ.

Name of Person Signing

Michael J. Blum

Signature

6/28/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name RVI TECHNOLOGY CORPORATION

5 2 00

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization NEW JERSEY

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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DBA/AKATA

Composed of

Address (line 1) ONE EXECUTIVE DRIVE

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 Corporation Association
 Other

Citizenship/State of Incorporation/Organization DELAWARE

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)

<u>566,241</u>		
<u>851,800</u>		
<u>990,496</u>		
<u>1,132,059</u>		
<u>1,222,332</u>		

EXHIBIT D-1

TRADEMARK DEED OF ASSIGNMENT

Reference is made to certain Asset Purchase Agreements (the "Agreements"), and all the definitions contained therein, dated the 2nd day of May, 2000 among F. Hoffmann-La Roche Ltd, a corporation organized and existing under the laws of Switzerland, with an office at CH-4070, Basel, Switzerland on behalf of itself and all of its affiliated and subsidiary companies, including without limitation Roche Vitamins Inc., a Delaware corporation with an office at 45 Waterview Boulevard, Parsippany, New Jersey 07054 (hereinafter collectively "Sellers") and Alpharma Inc., a Delaware corporation having its principal place of business at One Executive Drive, Fort Lee, New Jersey on behalf of itself and all of its affiliated and subsidiary companies, including without limitation Alpharma (Luxembourg) S.a.r.l. (hereinafter collectively "Buyers").

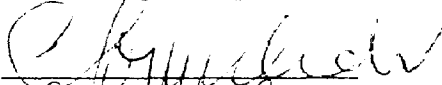
RVI Technology Corporation, a New Jersey corporation having its principal place of business at 45 Waterview Boulevard, Parsippany, New Jersey 07054 (hereinafter "RTC"), a wholly-owned subsidiary of Roche Vitamins Inc., hereby sells, assigns, transfers and sets over to Buyers the entire right, title and interest of RTC in and to the trademarks and trademark registrations listed on the attached Addendum D-1 (hereinafter "Trademarks"), together with the goodwill of the business in connection with which the Trademarks are used, and all registrations and applications therefore in the United States and all foreign jurisdictions, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign jurisdictions, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by RTC if these Asset Purchase Agreements had not been made; together with all income, royalties or payments due or payable on 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 Trademarks, with the right to sue for or collect the same for Buyer's own use and

enjoyment and the use and enjoyment of its successors, assigns or other legal representatives.

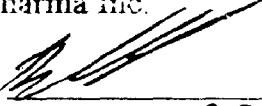
RTC shall provide Buyers and its successors, assigns or other legal representatives, cooperation and assistance at Buyer's request and expense, including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: (i) in the preparation and prosecution of any applications for registration or any applications for renewal of a registration governing the Trademarks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Trademarks, including testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (iii) in obtaining any additional protection for the Trademarks that Buyers may deem appropriate which may be secured under the laws of any jurisdiction; and (iv) in the implementation or perfection of the Assignment.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment as of the date first above written.

RVI Technology Corporation

By: 
Name: Christoph Goppelsroeder
Title: President

Alpharma Inc.

By: 
Name: Bancel I. Andrus
Title: Vice President

Alpharma (Luxembourg) S.a.r.l.

By: _____
Name:
Title:

enjoyment and the use and enjoyment of its successors, assigns or other legal representatives.

RTC shall provide Buyers and its successors, assigns or other legal representatives, cooperation and assistance at Buyer's request and expense, including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: (i) in the preparation and prosecution of any applications for registration or any applications for renewal of a registration governing the Trademarks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Trademarks, including testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (iii) in obtaining any additional protection for the Trademarks that Buyers may deem appropriate which may be secured under the laws of any jurisdiction; and (iv) in the implementation or perfection of the Assignment.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment as of the date first above written.

RVI Technology Corporation

By: *[Signature]*
Name: Christoph Goppelsroeder
Title: President

Alpharma Inc.

By: *[Signature]*
Name: BRUCE I. ANDERSON
Title: VICE PRESIDENT

Alpharma (Luxembourg) S.a.r.l

By: *[Signature]*
Name:
Title:

Addendum to Exhibit D-1

Trademarks

A (a Stylized Letter)
AUREO
AUREO S 700
AUREO S 700 & Design
AUREO S.P. 250
AUREO S.P. 250 (AND LOGO)
AUREOMIX
AUREOMYCIN
AUREOZOL
AUREOFAC
AUROVET
AVATEC
BOVATEC
BOVATEC (STYLIZED)

US Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>
A (Stylized)	809,161
AUREO	1,395,489
AUREO S 700	924,594
AUREO S 700 & Design	894,926
AUREO S.P. 250	964,021
AUREO S.P. 250 & Design	898,607
AUREOMIX	810,374
AUREOMYCIN	639,933
AUREOZOL	1,425,420
AUROFAC	566,241
AUROVET	851,800
AVATEC	990,496
BOVATEC	1,132,059
BOVATEC (Stylized)	1,222,332

Puerto Rican Trademark Registrations

AUREO S.P.	14,206
AUREOMYCIN	10,077
AUROFAC	9,930