

08-01-2000

*M. P. / M. / 100*



101419606

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

Conveying Party

Mark if additional names of conveying parties attached Execution Date  
Month Day Year

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

FOR OFFICE USE ONLY

08/01/2000 DNGUYEN 00000058 1740480

01 FC:481 40.00 OP  
02 FC: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

**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)**

**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.

MICHAEL J. BLUM, ESQ

Name of Person Signing

Michael J. Blum

Signature

2/19/2000

Date Signed

## PATENT AND TRADEMARK DEED OF ASSIGNMENT

**THIS PATENT AND TRADEMARK DEED OF ASSIGNMENT** ("Assignment") is made and entered as of the 2<sup>nd</sup> day of May, 2000 ("Effective Date"), by and between Syntex (U.S.A.) Inc., a Delaware corporation having its principal office at 3401 Hillview Avenue, Palo Alto, California 94304 ("Syntex"), Alharma Inc., a Delaware corporation, having an office at One Executive Drive, Fort Lee, New Jersey 07024 on behalf of itself and all of its affiliated and subsidiary companies, including without limitation Alharma (Luxembourg) S.a.r.l. ("Alharma")

**WHEREAS**, Syntex is the sole and exclusive owner of the entire right, title and interest in, to and under those patents and trademarks, identified and set forth in Schedule "A" attached hereto (collectively the "Syntex Patents and Trademarks"); and

**WHEREAS**, pursuant to that Asset Purchase Agreement dated April 26, 2000, Syntex agreed to assign to Alharma the entire, right, title and interest in and to the Syntex Patents and Trademarks.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Syntex hereby sells, assigns, transfers and sets over to Alharma the entire right, title and interest in and to the Syntex Patents and Trademarks; together with the goodwill of the business in connection with which the Syntex Patents and Trademarks are used, and all registrations and applications therefor, in the United States and 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 Alharma's own use and enjoyment, and for the use and enjoyment of Alharma's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Syntex if this Assignment and sale 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 Syntex Patents and Trademarks, with the right to sue for or collect the same for Alharma's own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives.

Syntex shall provide Alharma, and its successors, assigns or other legal representatives, cooperation and assistance at Alharma'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 Syntex Patents and Trademarks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Syntex Patents and Trademarks, including testifying as to any facts relating to the Syntex Patents and Trademarks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Syntex Patents and Trademarks that Alharma may deem appropriate which may be secured

**PATENT AND TRADEMARK DEED OF ASSIGNMENT**

(Continued - Page 2)

under the laws of any country; and (iv) in the implementation or perfection of this Assignment.

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

**Syntex (U.S.A.) Inc.**

By: Nancy M. Cohen  
Name: Nancy M. Cohen  
Title: Vice president

**Alpharma Inc.**

By: Robert F. Wrobel  
Name: ROBERT F. WROBEL  
Title: VICE-PRESIDENT AND SECRETARY

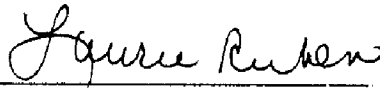
**Alpharma (Luxembourg) S.a.r.l.**

By: Michael J. Blum  
Name: Michael J. Blum  
Title: Authorized Signatory

STATE OF NEW JERSEY     )  
                                          ) ss.:  
COUNTY OF BERGEN     )

On this 20<sup>th</sup> of JUNE, 2000, there appeared before me

ROBERT F. WROBEL, personally known to me, who acknowledged that he/~~she~~ signed the  
above Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of  
Alpha Pharma Inc.



Notary Public

LAURIE RUBEN

Notary Public of the State of New Jersey

My Commission Expires Nov. 14, 2003

STATE OF NEW JERSEY     )  
                                          ) ss.:  
COUNTY OF BERGEN     )

On this 20<sup>th</sup> of JUNE, 2000, there appeared before me

MICHAEL J. BLUM, personally known to me, who acknowledged that he/~~she~~ signed the  
above Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of  
Alpha Pharma (Luxembourg) S.a.r.l.



Notary Public

LAURIE RUBEN

Notary Public of the State of New Jersey

My Commission Expires Nov. 14, 2003

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

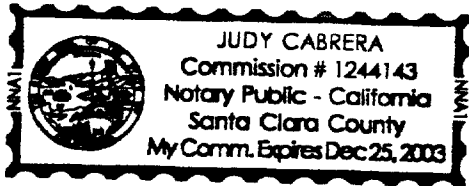
State of California

County of Santa Clara

On June 30, 2000 before me, Judy Cabrera  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Nancy M. Cohen  
Name(s) of Signer(s)

personally known to me - ~~OR~~ -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Judy Cabrera  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Patent and Trademark Deed of Assignment

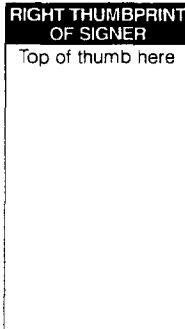
Document Date: May 2, 2000 Number of Pages: 7

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

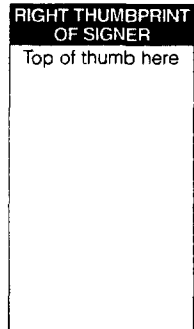
- Individual
- Corporate Officer  
Title(s): VP
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

CATTLYST TRADEMARKS  
WORLDWIDE

SCHEDULE "A"

TRADEMARK	COUNTRY	REG. #	EXP. DATE
CATTLYST	USA	1740480	12/15/02
CATTLYST W/DESIGN: RAINBOW BUR	USA	1867439	12/13/04
CATTLYST W/DESIGN: STEERHEAD	USA		
CATTLYST	ALG	IR/589279	
CATTLYST	ARG	1567442	07/04/05
CATTLYST W/DESIGN: RAINBOW BUR	ARG	1510447	03/31/04
CATTLYST	AUSTL	A579090	05/25/09
CATTLYST W/DESIGN: RAINBOW BUR	AUSTL	A596571	02/22/00
CATTLYST	BENE	IR/589279	
CATTLYST W/DESIGN: RAINBOW BUR	BENE	IR/601518	
CATTLYST	BOL	56092-C	03/08/04
CATTLYST	BRA	816747733	09/28/03
CATTLYST W/DESIGN: RAINBOW BUR	BRA	817163727	08/22/04
CATTLYST	BUL	IR/589279	
CATALYST	CAN	384740	05/17/06
CATALYST PLUS	CAN	397650	04/24/07
CATALYST PLUS	CAN	419639	11/12/08
CATTLYST	CAN		
CATTLYST	CHI	395536	10/27/02
CATTLYST	CHINA	IR/589279	
CATTLYST	COL	153644	01/17/04
CATTLYST	CR	81345	11/16/02
CATTLYST	CUBA	IR/589279	
CATTLYST	CZE	IR/589279	
CATTLMAX	DEN	2806/93	04/02/03
CATTLYST	DEN	9193/92	10/02/02
CATTLYST W/DESIGN: RAINBOW BUR	DEN	5204/93	07/16/03
CATTLYST	ECU	2578-93	09/28/03
CATTLYST	EGY	IR/589279	
CATTLYST	EIRE	152046	05/25/99
CATTLYST	FIN	126700	06/07/03
CATTLYST W/DESIGN: RAINBOW BUR	FIN	130349	01/20/04
CATTLYST	FRA	92430460	08/09/02

04/17/00

PREPARED BY JOE MILLIKEN  
HEWM PALO ALTO

CATTLYST TRADEMARKS  
WORLDWIDE

TRADEMARK	COUNTRY	REG. #	EXP. DATE
CATTLYST	FRA	IR/589279	
CATTLYST W/DESIGN: RAINBOW BUR	FRA	IR/601518	
CATTLYST	GER	2045592	09/23/02
CATTLYST	GER	2043860	09/23/02
CATTLYST	GER	IR/589279	
CATTLYST W/DESIGN: RAINBOW BUR	GER	IR/601518	
CATTLYST	GRE	109147	05/26/02
CATTLYST	GUYB		
CATTLYST	HUN	IR/589279	
CATTLYST	INTL	589279	07/07/12
CATTLYST W/DESIGN: RAINBOW BUR	INTL	601518	04/13/13
CATTLYST	ITA	IR/589279	
CATTLYST W/DESIGN: RAINBOW BUR	ITA	IR/601518	
CATTLYST	JAP	3023100	02/28/05
CATTLYST	LIECH	IR/589279	
CATTLYST	MARIN	IR/589279	
CATTLYST	MEX	421785	06/08/02
CATTLYST W/DESIGN: RAINBOW BUR	MEX	448245	03/25/03
CATTLYST	MONAC	IR/589279	
CATTLYST	MONG	IR/589279	
CATTLYST	MOR	IR/589279	
CATTLYST	NKOR	IR/589279	
CATTLYST	NOR	158521	08/12/03
CATTLYST W/DESIGN: RAINBOW BUR	NOR	162966	06/02/04
CATTLYST W/DESIGN: RAINBOW BUR	NZ	225059	02/23/00
CATTLYST	PARA	158947	11/25/02
CATTLYST	PERU	99661	10/02/02
CATTLYST	POL	IR/589279	
CATTLYST	ROM	IR/589279	
CATTLYST	RUSS	IR/589279	
CATTLYST W/DESIGN: RAINBOW BUR	RUSS	IR/601518	
CATTLYST	SOAF	92/4674	06/05/02
CATTLYST	SOAF	95/03127	03/14/05

04/17/00  
PREPARED BY JOE MILLIKEN  
HEWM PALO ALTO



**CATTLYST TRADEMARKS  
WORLDWIDE**

TRADEMARK	COUNTRY	REG. #	EXP. DATE
CATTLYST W/DESIGN: RAINBOW BUR	SOAF	93/1227	02/19/03
CATTLYST	SPA	IR/589279	
CATTLYST W/DESIGN: RAINBOW BUR	SPA	IR/601518	
CATTLYST	SUD	IR/589279	
CATTLYST	SURI	13387	08/27/02
CATTLYST	SWE	245648	01/15/03
CATTLYST W/DESIGN: RAINBOW BUR	SWE	251458	09/03/03
CATTLYST	SWI	394274	05/25/12
CATTLYST W/DESIGN: RAINBOW BUR	SWI	400900	02/26/13
CATTLYST	URU	253837	05/23/04
CATTLYST	VEN		
CATTLYST	YUGO	IR/589279	

04/17/00

PREPARED BY JOE MILLIKEN  
HEWM PALO ALTO

SCHEDULE "A" - PATENTS

(Continued)

Acylated Laidlomycin Derivatives

	Country	Patent No.
1.	Australia	539,408
2.	Canada	1,173,029
3.	France	8,002,701
4.	Hong Kong	33/1988
5.	Ireland	50,628
6.	Japan	1,578,030
7.	Mexico	176,806
8.	New Zealand	194,634
9.	Spain	494,199
10.	European Patent Office	24,189
	a. Austria	E2677
	b. Belgium	24,189
	c. France	24,189
	d. Germany	3,062,210
	e. Italy	67203BE82
	f. Liechtenstein	24,189
	g. Luxembourg	24,189
	h. Netherlands	24,189
	i. Sweden	80,302,769.7
	j. Switzerland	24,189
	k. United Kingdom	24,189

Stable Antibiotic Ester Feed Compositions

	Country	Patent No.
1.	Australia	621,282
2.	Brazil	PI1100442-8
3.	Canada	1,324,319
4.	Denmark	PR172608
5.	Ireland	59,883
6.	Japan	2,642,939
7.	New Zealand	222,962
8.	South Africa	879,481
9.	Spain	2,054,694
10.	European	272,119
	a. Austria	E86825
	b. Belgium	272,119
	c. France	272,119
	d. Germany	3,784,875
	e. Greece	3,007,388
	f. Italy	67750BE93
	g. Liechtenstein	272,119
	h. Luxembourg	272,119
	i. Netherlands	272,119
	j. Sweden	87,311,124.9
	k. Switzerland	272,119
	l. United Kingdom	272,119