

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

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

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
0512000
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
06162000

Name Cedarburg Laboratories, Inc.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Wisconsin

Receiving Party

Mark if additional names of receiving parties attached

Name Cedarburg Pharmaceuticals, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 870 Badger Circle

Address (line 2) _____

Address (line 3) Grafton WI 53024
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Wisconsin

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

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. 20514

700002072

REEL: 002113 FRAME: 0252

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Expires 08/30/99
OMB 0851-0027

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

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="2304680"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2306495"/>	<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.

Cheryl A. Johnson Cheryl A. Johnson 13 September 2000
Name of Person Signing Signature Date Signed

ASSIGNMENT

This Assignment is made effective as of May 1, 2000, nunc pro tunc, by Cedarburg Laboratories, Inc., a Wisconsin corporation ("Assignor") having its principal place of business at 870 Badger Circle, Grafton, Wisconsin 53024, for the benefit of Cedarburg Pharmaceuticals, LLC, a Wisconsin limited liability company ("Assignee") having its principal place of business at 870 Badger Circle, Grafton, Wisconsin 53024.

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. Trademark Registrations, listed on the attached Schedule of Trademarks, registered in the U.S. Patent and Trademark Office on the dates listed on the attached Schedule of Trademarks, which registrations are now valid and subsisting (the "Registrations"), and the corresponding trademarks listed on the attached Schedule of Trademarks (the "Trademarks"); and

WHEREAS, Assignee desires to acquire from Assignor the Trademarks and the Registrations and the goodwill of the business in connection with which the Trademarks and the Registrations are used;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell, assign, and transfer to Assignee, its successors and assigns, and does hereby sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks and the Registrations, and the goodwill of the business symbolized by the Trademarks and the

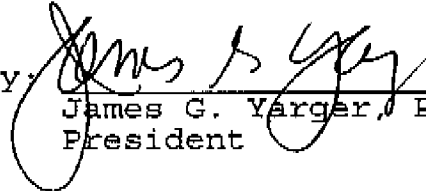
Registrations and in connection with which the Trademarks and the Registrations are used, and all claims and demands, if any, including all claims and demands for past infringement, that Assignor may have in connection with the Trademarks or the Registrations arising before and as of the date of this Assignment.

Assignor agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights assigned hereunder. Assignor agrees to assist Assignee at Assignee's expense with all proceedings involving the Trademarks and the Registrations assigned hereunder, including but not limited to infringement suits, cancellation proceedings, and priority contests.

The terms and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on Assignor and its legal representatives and any corporation controlling Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized officer as of the date first stated above.

Cedarburg Laboratories, Inc.

By: 
James G. Yarger, Ph.D.
President

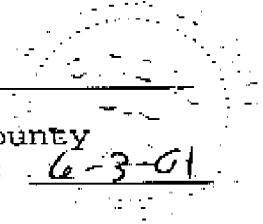
STATE OF WISCONSIN)
Ozaukee COUNTY) ss

James G. Yarger, Ph.D., known to me to be the President of Cedarburg Laboratories, Inc., personally appeared before me this 16th day of June, 2000, and executed or acknowledged to me that he executed the foregoing Assignment on behalf of Cedarburg Laboratories, Inc. and pursuant to authority duly received.

Paul A. Kreis

[Notary Seal]

Notary Public
State of Wisconsin, Ozaukee County
My Commission is permanent/expires: 6-3-01



Schedule of Trademarks
 for Assignment by
 Cedarburg Laboratories, Inc.
 to Cedarburg Pharmaceuticals, LLC

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CEDARBURG LABORATORIES INC.	2,304,680	December 28, 1999
Miscellaneous Design	2,306,495	January 4, 2000