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09-13-2000

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Expires 06/30/99
OMB 0651-0027



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

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OFFICE

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

2230624

- 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
- 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.)

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002133 FRAME: 0821

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2230624"/>	<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.

Pam Root, CLA

8-2-00

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, King Pharmaceuticals, Inc., a Tennessee corporation (the "Assignor"), is the owner of and/or has used the trademarks set forth on **Exhibit A** attached hereto (the "Trademarks"); and

WHEREAS, Farnam Companies, Inc., an Arizona corporation (the "Assignee") with offices at 301 West Osborn Road, Phoenix, Arizona 85013, desires to acquire any and all rights that the Assignor may have in and to the Trademarks, and the registration applications and registrations thereof, together with that part of the goodwill of the business of the Assignor connected with the use of and symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof,

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows, as of the ^{9th} 1 day of May, 2000:

1. Assignor covenants and warrants with Assignee, its successors and assigns, as set forth more particularly in that certain Asset Purchase Agreement for the Sale and Purchase of the Animal Health Division of King Pharmaceuticals, Inc., of even date herewith by and between Assignor and Assignee (the "Agreement"), including, but not limited to, that the Assignor has good and marketable title to the Trademarks conveyed hereunder and good and perfect right to sell and transfer same as aforesaid and that said Trademarks are free and clear of all mortgages, infringements, pledges, liens, encumbrances, security interests and claims of any nature whatsoever except as otherwise provided in the Agreement.

2. The Assignor does hereby assign unto the Assignee all of Assignor's rights, titles and interests in and to the Trademarks, and the registration applications and registrations thereof, together with that part of the goodwill of the business of the Assignor connected with the use of and symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof.

3. The Assignor agrees to execute and deliver all other papers, instruments and assignments, and to perform any other acts as the Assignee may reasonably request in order to vest all of the Assignor's rights, titles and interests in and to the Trademarks in the Assignee, and to provide evidence to support any of the foregoing in the event that such evidence is reasonably deemed necessary by the Assignee and to the extent that such evidence is in the possession or control of the Assignor.

4. If Assignee, Assignor or an Affiliate of either of them discovers that additional trademarks (whether registered or not), other than the Trademarks, are used in connection with the Assets then all of

Assignor's rights, titles and interests in and to such trademarks shall be immediately assigned to Assignee hereunder subject to all the terms and provisions of this Trademark Assignment Agreement and the Agreement.

5. Unless otherwise defined herein, defined terms or phrases used herein shall have the same definitions ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment Agreement to be duly executed on the date first above written.

KING PHARMACEUTICALS, INC.

BY: John M Gregory
Chairman and CEO
ITS: _____

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, MARSHA L. LUSBY, a Notary Public in and for the State and County aforesaid, personally appeared JOHN M. GREGORY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the CHAIRMAN + C.E.O. of **KING PHARMACEUTICALS, INC.**, the within named bargainor, a corporation, and that he as such CHAIRMAN + C.E.O., being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CHAIRMAN + C.E.O.

WITNESS my hand and seal at office, on this the 9th day of MAY, 2000.

Marsha L. Lusby
Notary Public

My Commission Expires:

January 2, 2001

EXHIBIT A

<u>Mark</u>	<u>Registration No./</u> <u>Serial No. (if applicable)</u>	<u>Date Filed</u> <u>Registration Date</u>
ROYAL VET	74/691,714 2,029,678	Filed 6/21/95 Registered 1/14/97
ARTHROSE	75/631,092	Filed 2/1/99
SHOW WINNER (Class 5 only)	75/428,434 2,230,624	Filed 2/3/98 Registered 3/9/99
SNAP 'N CHEW	75/524,434 2,334,629	Filed 7/23/98 Registered 3/28/00
VETRIN	75/347,765 2,259,928	Filed 8/27/97 Registered 7/6/99
VITA CARE	75/068,117 2,030,333	Filed 3/6/96 Registered 1/14/97