

12-06-2000

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



11-07-2000

101535561

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #57

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 **11-7-00**

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
Effective Date
Month Day Year

Change of Name

Other

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/AK/A

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

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Charge 40.00
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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: 002157 FRAME: 0144

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="0684353"/>	<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.

Mary M. Dale



11-7-00

Name of Person Signing

Signature

Date Signed

1-3-00

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

01-29-2000

02-09-2000

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



SHEET

TO: The Commissioner of Patents a

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Submission Type

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Name

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
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Name

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Composed of _____

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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. #

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Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="068453"/>	<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"/>	<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.

John A. A. Bellamy
Name of Person Signing

Signature

01/19/00
Date Signed

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REEL: 002157 FRAME: 0147

EXHIBIT B

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Roberts Laboratories, Inc., a New Jersey Corporation (the "Assignor"), is the owner of and/or has used the trademark "Tigan" (U.S. Patent and Trademark Office Registration No. 0684353) (the "Trademark"); and

WHEREAS, King Pharmaceuticals, Inc., a Tennessee corporation (the "Assignee") with offices at 501 Fifth Street, Bristol, Tennessee 37620, desires to acquire any and all rights that the Assignor may have in and to the Trademark, and the registration application and registration thereof, together with that part of the goodwill of the business of the Assignor connected with the use of and symbolized by the Trademark, 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 12th day of November, 1999:

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

2. The Assignor does hereby assign unto the Assignee all of Assignor's rights, titles and interests in and to the Trademark, 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 Trademark, 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 Trademark 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 Trademark, are used in connection with the Purchased Assets or the Product Business then all of Assignor's rights, titles and

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subject to all the terms and provisions of this Trademark Assignment Agreement and the Purchase Agreement.

5. Defined terms or phrases used herein shall have the same definitions ascribed to them in the Purchase Agreement.

ROBERTS LABORATORIES, INC.

By: *Anthony A. Rascio*

Name: Anthony A. Rascio

Title: Vice President and General Counsel

Date: November 12, 1999

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, do hereby certify that Anthony A. Rascio, personally known to me to be VP and General Counsel of Roberts Laboratories, Inc., a New Jersey corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such VP and General Counsel, he signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation as his free and voluntary act, and as the free and voluntary act and deed of such corporation, for the use and purposes therein set forth.

Given under my hand and official seal this 12th day of November, 1999.

Mary Ellen Ramirez
Notary Public

My commission expires:

MARY ELLEN RAMIREZ
NOTARY PUBLIC OF NEW JERSEY
Commission Expires Sept. 20, 2001

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1 REEL: 002018 FRAME: 0206

RECORDED: 11/07/2000

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