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To the Honorable Commissioner of Patents and Trademarks: Please record the

1. Name of conveying party(ies): 10-16-00
Zeneca Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name an
Name: ZSC Inc.

Internal Address: Corporation Trust
Street Address: Center, 1209 Orange St.
Wilmington, DE
City: _____ State: _____ ZIP: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 30, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/692,999

B. Trademark Registration No.(s)

692,253 1,592,643 2,126,046
692,254 1,909,094
1,939,190 1,531,578

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: H. John Campaign

Internal Address: Graham, Campaign P.C.
Suite 1300

Street Address: 36 West 44th Street

City: N.Y. State: N.Y. ZIP: 8198³⁶

6. Total number of applications and registrations involved: _____

8

7. Total fee (37 CFR 3.41).....\$ 215.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

H. John Campaign
Name of Person Signing

John Campaign
Signature

October 13, 2000
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

10/31/2000 6TON11 00000314 74692999

82 FE:482

148:00 BB

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Dated 30 June 1999

Zeneca Inc.

and

ZSC Inc.

Assignment of US Trade Marks

LINKLATERS & PAINES

One Silk Street
London EC2Y 8HQ
Tel: (+44) 171 456 2000

ASSIGNMENT OF US TRADE MARKS

THIS ASSIGNMENT is dated 30 June 1999 and made

BETWEEN:

- (1) Zeneca Inc. (the "Assignor"), a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 1800 Concord Pike, Wilmington, Delaware 19850; and
- (2) ZSC Inc. (the "Assignee"), a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at Corporation Trust Center, 1209 Orange Street, Wilmington, DE;

WHEREAS

- (A) The Assignor is the registered proprietor of the trade marks particulars whereof are set out in Schedule 1 hereto;
- (B) The Assignor is entitled to the benefit of applications for trade marks particulars whereof are set out in Schedule 1 hereto;
- (C) The Assignor has agreed to assign its rights in the trade marks and trade mark applications to the Assignee on the terms of this Assignment.

NOW IT IS HEREBY AGREED as follows:

- 1 In consideration of the sum of eight thousand pounds Sterling (GBP 8,000) (receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns the entire right, title and interest of the Assignor to the trade marks listed in Schedule 1 (the "Trade Marks") and the applications for trade marks listed in Schedule 1 (the "Applications") to the Assignee including all rights, privileges and advantage attaching thereto (including the benefit of applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee) and further including the right to bring proceedings for infringement or passing-off prior to the date hereof together with all the right, title and interest in and to the goodwill associated with, symbolised by or attaching to the Trade Marks (but no other goodwill), to hold unto the Assignee absolutely.
- 2 The Assignor shall from time to time execute and deliver or procure the execution and delivery of all such instruments of transfer, conveyance and/or assignment as the Assignee may reasonably require to perfect or record the Assignee's title to or interest in the Trade Marks and Applications PROVIDED THAT the Assignee shall prepare and assume the cost of obtaining, preparing, executing, notarising, legalising and/or recording any such instrument of transfer, conveyance and/or assignment or any other document needed to perfect the Assignee's interest in or title to the same or any portion thereof or to establish a chain of title.

3 This Assignment shall be governed by and construed in accordance with the relevant US federal trade mark laws except that any dispute arising under paragraph 2 and any other matter relating to this Assignment for which there is no relevant US federal trade mark law shall be governed by and construed in accordance with the laws of the State of Delaware and the parties hereto submit to the non-exclusive jurisdiction of the federal and state courts in the State of Delaware.

IN WITNESS WHEREOF this Assignment has been executed by the duly authorised representatives of the parties the day and year first above written.

For Zeneca Inc.

Signature *Araham Baker*

Full Name *GRAHAM TIMOTHY BAKER*

Capacity *as attorney*

For ZSC Inc.

Signature *[Signature]*

Full Name *DUNCAN McLELLAN*

Capacity *as attorney*

Schedule 1**Applications**

Zeneca Inc Trademark	Country	App'n No	App'n Date	Reg'n No	Reg'n Date	Renew Date
THE FUN TIMES	USA	74/892989	26-Jun-95			

Trade Marks

Zeneca Inc Trademark	Country	App'n No	App'n Date	Reg'n No	Reg'n Date	Renew Date
NEOCRYL	USA	63548	02-Dec-58	692253	02-Feb-60	02-Feb-00
NEOREZ	USA	63549	02-Dec-58	692254	02-Feb-60	02-Feb-00
POOL BREEZE	USA	74/472293	21-Dec-93	1939190	05-Dec-95	05-Dec-05
PTZ	USA	73/801309	19-May-89	1592643	24-Apr-90	24-Apr-00
REPUTAIN	USA	74/337126	09-Apr-93	1909094	01-Aug-95	01-Aug-05
SDM	USA	704725	11-Jan-88	1531578	28-Mar-89	28-Mar-09
SUMMER GOLD	USA	74/734,255	25-Sep-95	2126046	30-Dec-97	30-Dec-07