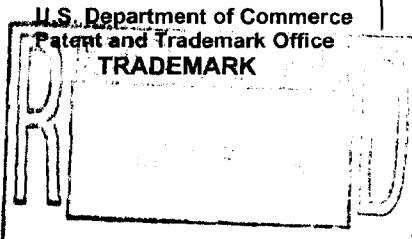


11-07-2000



101507375  
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 9.28.00

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  
Effective Date  
Month Day Year

Merger

Change of Name

Other  Co-Existence Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name  Bracco Diagnostics Inc.  July 10, 2000

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  State of Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name  Stewart-Jackson Pharmacal, Inc.

DBA/AKA/TA

Composed of

Address (line 1)  4200 Lamar Avenue, Suite 103

Address (line 2)

Address (line 3)  Memphis  Tennessee  38118  
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  State of Tennessee

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. 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

212-310-8442

Name

Amanda C. Samuel, Esq.

Address (line 1)

WEIL, GOTSHAL & MANGES LLP

Address (line 2)

767 Fifth Avenue, New York, New York 10153

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

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)

75/469228

1279584

Number of Properties

Enter the total number of properties involved

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment

Enclosed

Deposit Account

X

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number

#

23-0800

Authorization to charge additional fees:

Yes

X

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.

Dawn Harrington

Name of Person Signing

Signature

September 28, 2000

Dated Signed

## CO-EXISTENCE AGREEMENT

This Agreement made by and between **Bracco Diagnostics Inc.**, a corporation organized and existing under the laws of Delaware with an office at Princeton Forrestal Center, 107 College Road East, Plainsboro, NJ 08540 (hereinafter "Bracco") and **Stewart-Jackson Pharmacal, Inc.**, a corporation organized and existing under the laws of Tennessee with an office at 4200 Lamar Avenue, Suite 103, Memphis, Tennessee 38118 (hereinafter "Stewart-Jackson").

**WHEREAS**, Bracco is the owner of United States Trademark Registration No. 1,279,584 for the trademark **CARDIOTEC** for "a pharmaceutical preparation, namely a cardiac imaging agent" in Class 5 (hereinafter "Bracco Goods"), granted on May 29, 1984; and

**WHEREAS**, Stewart-Jackson is the owner of United States Trademark Application Serial No. 75/469,228, filed April 16, 1998 for the trademark **CARDIOTEK** "nutritional supplements" in International Class 5 (hereinafter "Stewart-Jackson Goods"); and

**WHEREAS**, Bracco has filed Opposition No. 115,018 with the Trademark Trial and Appeal Board against the Stewart-Jackson Application; and

**WHEREAS**, The parties recognize there are inherent differences between said goods; and

**WHEREAS**, Bracco and Stewart-Jackson have agreed upon the terms and conditions pursuant to which the dispute and opposition proceeding may be resolved and settled; and

**WHEREAS**, Bracco and Stewart-Jackson desire to enter into this Agreement to memorialize their understanding;

**NOW, THEREFORE**, in consideration for the mutual promise contained herein, the parties hereto agree that:

**1. Stewart-Jackson:**

- (a) will use its trademark only on or in connection with Stewart-Jackson Goods;
- (b) will not use or seek to register its trademark on or affecting Bracco Goods;
- (c) will not oppose or otherwise challenge Bracco's use and application for registration of **CARDIOTEK** as a trademark or tradename, provided such use and registration excludes nutritional supplements.

**2.** Stewart-Jackson will, within 10 days of the completion of execution of this Agreement, distribute to all customers who have purchased Stewart-Jackson Goods within the last 12 months a notice alerting the customers that neither Stewart-Jackson Goods nor the mark **CARDIOTEK** is connected to, affiliated with or approved by Bracco on any Bracco Goods.

**3.** Stewart-Jackson will, within 10 days of the completion of execution of the Agreement, begin including on all advertising materials, for a period of five years, a disclaimer indicating that "**CARDIOTEK™** is a nutritional supplement product of Stewart-Jackson Pharmacal, Inc. Neither **CARDIOTEK™**, nor any Stewart-Jackson product, are related to any products produced by Bracco Diagnostics Inc."

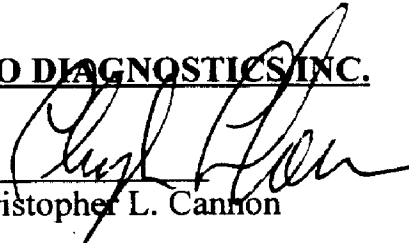
4. Stewart-Jackson will, within 10 days of the completion or execution of the Agreement, make arrangements to publish a public notice in all trade magazines in which Stewart-Jackson has advertised Stewart-Jackson Goods, that neither Stewart-Jackson Goods nor the mark **CARDIOTEK** is connected to, affiliated with or approved by Bracco on any Bracco Goods.
5. **Bracco:**
  - (a) will not use or seek to register its trademark on Stewart-Jackson Goods;
  - (b) will not oppose or otherwise challenge Stewart-Jackson use and registration of **CARDIOTEK** as a trademark, provided such use and registration is limited to Stewart-Jackson's nutritional supplements products; and
  - (c) within 10 days of the completion or execution of the Agreement, will file a motion to withdraw Opposition No. 115,018 with prejudice.
6. In the event either party becomes aware of public confusion, they will advise the other in writing, and the parties will thereafter consult as to steps to be taken to prevent the likelihood of any future confusion.
7. This Agreement is binding on successors-in-interest, assignees, and licensees of the parties.
8. This Agreement extends to all countries.
9. This Agreement is to be governed by the laws of the State of New Jersey.
10. Any litigation arising out of this Agreement must be initially brought in the state courts of the State of New Jersey, or any federal district court sitting in the State of New Jersey.

11. This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, proposals, negotiations, understandings and agreements, whether written or oral. This Agreement may not be modified except by a writing signed by both parties.

12. Both parties represent that the person executing this Agreement below is authorized to sign on behalf of the party.

**BRACCO DIAGNOSTICS INC.**

Date: ~~June~~ July 10, 2000

By:   
Christopher L. Cannon

Title: Secretary

**STEWART-JACKSON PHARMACAL, INC.**

Date: June \_\_, 2000

By: \_\_\_\_\_

Title: \_\_\_\_\_

11. This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, proposals, negotiations, understandings and agreements, whether written or oral. This Agreement may not be modified except by a writing signed by both parties.
12. Both parties represent that the person executing this Agreement below is authorized to sign on behalf of the party.

**BRACCO DIAGNOSTICS INC.**

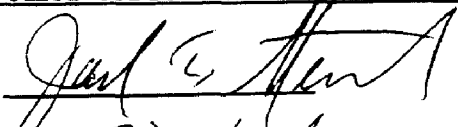
Date: June \_\_, 2000

By: \_\_\_\_\_  
Christopher L. Cannon

Title: Secretary

**STEWART-JACKSON PHARMACAL, INC.**

Date: June 12, 2000

By:   
\_\_\_\_\_

Title: President