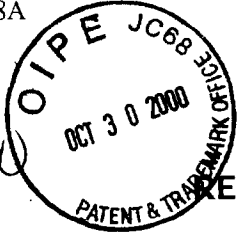


12-05-2000

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



101536726



**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
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name ALARA HEALTHCARE CORPORATION

09/22/00

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization PUERTO RICO

Receiving Party

☐ Mark if additional names of receiving parties attached

Name CONGRESS CREDIT CORPORATION

DBA/AKA/TA

Composed of

Address (line 1) 1133 AVENUE OF THE AMERICAS

Address (line 2)

Address (line 3) NEW YORK
City

ny
State/Country

10036
Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

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.)

- ☒ Citizenship/State of Incorporation/Organization NEW YORK, USA

FOR OFFICE USE ONLY

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)

<input type="text" value="75/772,985"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/904,352"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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"/>

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.

STANLEY B. GREEN

Name of Person Signing

Stanley B. Green

Signature

10/30/00

Date Signed

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated September 22, 2000 is by between **ALARA HEALTHCARE CORPORATION**, a Puerto Rico corporation, duly organized and validly existing under the laws of the Commonwealth for Puerto Rico ("Debtor"), with offices at Villa Blanca Industrial Park, State Road #1, Km. 34.8, Caguas, Puerto Rico 00725, and **CONGRESS CREDIT CORPORATION**, a corporation organized under the laws of the State of New York, with a place of business within the Commonwealth of Puerto Rico, at Hato Rey Tower, Suite 1900, 268 Muñoz Rivera Avenue, Hato Rey, Puerto Rico 00918 and its principal place of business outside of said Commonwealth is at 1133 Avenue of the Americas, New York, New York 10036, ("Secured Party");

W I T N E S S E T H:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor have entered or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated September 22, 2000, by and between Secured Party and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. **GRANT OF SECURITY INTEREST.**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED.

The security interest, lien and other interests granted to Secured Party pursuant to this agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect,

and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement

shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party fifteen (15) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations

or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, cancelled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall joint with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the

payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provision of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT.

All obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES.

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and then applicable to the Obligations set forth in the Loan Agreement.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the Commonwealth of Puerto Rico (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the United States District Court for the District of Puerto Rico and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the

dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon them and consents that all such service of process may be made by certified mail (return receipt requested) directed to their address set forth on the signature pages hereof and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

7. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

ALARA HEALTHCARE CORPORATION
P.O. Box 7439
Caguas, Puerto Rico 00726

Attn: Joaquín B. VisoAlonso
Chief Executive Officer
Tel. (787) 746-8500
Fax: (787) 258-1794 / 743-7669

If to Secured Party:

Congress Credit Corporation
Hato Rey Tower, Suite 1900
268 Muñoz Rivera Avenue
Hato Rey, Puerto Rico 00918
Attn: Mr. Miguel Vazquez
President
Tel. (787) 754-6560
Fax: (787) 751-7501

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof" and "herein", "hereunder", "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "person" herein shall mean any individual, sole, proprietorship, partnership, corporation (including, without limitation, any corporation which elects

subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

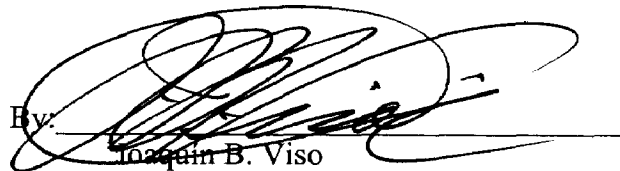
(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

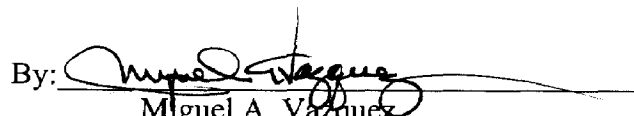
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ALARA HEALTHCARE CORPORATION

By: 
Joaquin B. Viso
Chief Executive Officer

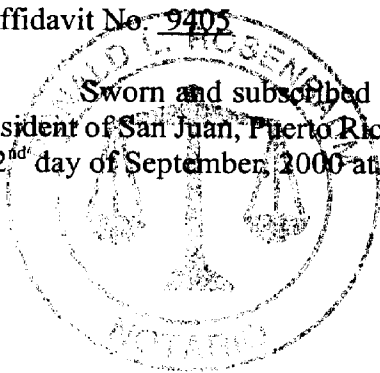
CONGRESS CREDIT CORPORATION

By: 
Miguel A. Vazquez
President

COMMONWEALTH OF PUERTO RICO)
)SS:
MUNICIPALITY OF SAN JUAN)

Affidavit No. 9405

Sworn and subscribed to before me by Miguel A. Vazquez, of legal age, married, executive and resident of San Juan, Puerto Rico as President of Congress Credit Corporation, personally known to me this 22nd day of September, 2000 at San Juan, Puerto Rico.

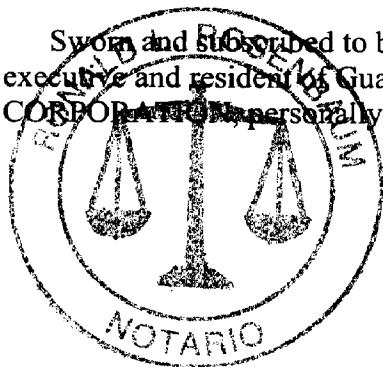



NOTARY PUBLIC

COMMONWEALTH OF PUERTO RICO)
)
MUNICIPALITY OF SAN JUAN) SS:

Affidavit No. 9406

Sworn and subscribed to before me by Joaquín B. Viso Alonso, of legal age, married, businessman and executive and resident of Guaynabo, Puerto Rico, as Chief Executive Officer of ALARA HEALTHCARE CORPORATION, personally known to me at San Juan, Puerto Rico, this 22nd day of September, 2000.




NOTARY PUBLIC

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS
(UNITED STATES)**

Trademark	Registration Number	Registration Date	Expiration Date
------------------	--------------------------------	------------------------------	----------------------------

ALARA	1764-0074	August 10, 1999	
-------	-----------	-----------------	--

ALARA and Design	1764-0075	January 27, 2000	
---------------------	-----------	------------------	--

Trademark Application	Application/Serial Number	Application Date
----------------------------------	--------------------------------------	-----------------------------

ALARA	75/772,985	08/10/99
-------	------------	----------

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS
(CANADA)**

Trademark	Registration Number	Registration Date	Expiration Date
------------------	--------------------------------	------------------------------	----------------------------

Trademark Application	Application/Serial Number	Application Date
----------------------------------	--------------------------------------	-----------------------------

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**LIST OF LICENSES
(UNITED STATES)**

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**LIST OF LICENSES
(UNITED STATES)**

**EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF PUERTO RICO)

) SS:

MUNICIPALITY OF SAN JUAN)

KNOW ALL MEN BY THESE PRESENTS, that ALARA HEALTHCARE ("Debtor"), having an office at CORPORATION
Villa Blanca Industrial Park, State Road #1, Km. 34.8, Caguas, PR 00725
hereby appoints and constitutes, severally, CONGRESS CREDIT CORPORATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

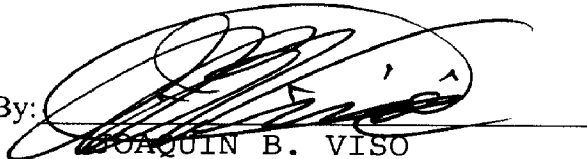
1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers with Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering an filing of, or accomplishing any other formality with respect to the forgoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security agreement is terminated in writing by Secured Party.

Dated: September 22 2000.

ALARA HEALTHCARE CORPORATION

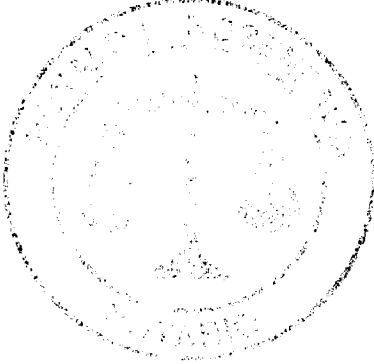
By: 
JOAQUIN B. VISO
Title: Chief Executive Officer

COMMONWEALTH OF PUERTO RICO)

COMMONWEALTH OF PUERTO RICO)
MUNICIPALITY OF SAN JUAN) SS.:
)

AFFIDAVIT NUMBER: 9407

Sworn and subscribed to before me by Joaquín B. Viso Alonso, of legal age, married, and resident of Guaynabo, Puerto Rico in his capacity as Chief Executive Officer of ALARA HEALTHCARE CORPORATION, personally known to me at San Juan, Puerto Rico, this 22nd day of September, 2000.





NOTARY PUBLIC

(A)



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 10, 2000

PTAS

OSTROLENK, FABER, GERB & SOFFEN, LLP
PETER S. SLOANE, ESQ.
1180 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-8403



101386077A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/19/2000

REEL/FRAME: 002089/0911
NUMBER OF PAGES: 2

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

MOVA LABORATORIES, INC.

DOC DATE: 05/15/2000
CITIZENSHIP: PUERTO RICO
ENTITY: CORPORATION

ASSIGNEE:

ZOETICA PHARMACEUTICAL CORPORATION
214 CARNEGIE CENTER, SUITE 106
PRINCETON, NEW JERSEY 08540

CITIZENSHIP: PUERTO RICO
ENTITY: CORPORATION

APPLICATION NUMBER: 75671756
REGISTRATION NUMBER:

FILING DATE: 03/31/1999
ISSUE DATE:

MARK: ZOETICA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

TRADEMARK
REEL: 002185 FRAME: 0952

002089/0911 PAGE 2

APPLICATION NUMBER: 75671757
REGISTRATION NUMBER:

FILING DATE: 03/31/1999
ISSUE DATE:

MARK: ZOETICA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Monday, September 11, 2000

Trademark List

Page: 1

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
ALARA	01764	PSS PSS EM	T06193	0	PENDING	75/772,985		
Country: United States of America								
Classes: 42, 40, 35, 5		OPGS No: 1764-0074		10-Aug-1999		File#: T/1764-74 ITU		
Goods: managed health care services		Remarks:						
custom manufacture of pharmaceutical products for others								
marketing and distributing pharmaceutical products for others								
pharmaceuticals								

<u>Owner(s)</u>	Owner Name	Owner Reference
03118	Alara Healthcare Corporation	

Monday, September 11, 2000

Trademark List

Page: 2

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
ALARA and Design	01764	PSS PSS EM	T50172	0 Pending	75/904,352			
Country: United States of America					27-Jan-2000			
					ORGS No: 1764-0075	File#:	T/1764-75	
					Classes: 5,35,40,42			
					Goods: Int. Class 5 :			
					House mark for line of pharmaceutical preparations for human use excluding transdermal estrogen replacement patches			
					Int. Class 35 :			
					Business marketing consulting services in the field of pharmaceutical products; wholesale distributorship services featuring pharmaceuticals			
					Int. Class 40 :			
					Manufacture of pharmaceutical products to the order and specification of others			
					Int. Class 42 :			
					Managed health care services			
					Owner(s)	Owner Name	Owner Reference	
					03118	Alara Healthcare Corporation		

Monday, September 11, 2000

Trademark List

Page: 3

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
ARISTA	01764	PSS PSS EM	T06192	0	PENDING 75/772,984			
Country: United States of America					10-Aug-1999			
Classes: 5, 35, 40 & 42					ORGS No: 1764-0071	Filed:	7/1764-71 ITU	
Goods: Int'l Class 5: pharmaceuticals					Remarks:			
Int'l class 35: marketing and distributing pharmaceutical products for others								
Int'l class 40: custom manufacture of pharmaceutical products for others								
Int'l class 42: managed health care services								
<u>Owner(s)</u>	<u>Owner Name</u>	<u>Owner Reference</u>						
03120	Arista Healthcare Corporation							
GLYCRON	01764	PSS PSS EM	T06050	0	PENDING 75/776,819			
Country: United States of America					16-Aug-1999			
Classes: 5					ORGS No: 1764-0065	Filed:	7/1764-65	
Goods: Pharmaceuticals preparation for the treatment of diabetes					Remarks:			
<u>Owner(s)</u>	<u>Owner Name</u>	<u>Owner Reference</u>						
03258	Zoetia Pharmaceutical Corporation							

11, 2000

Trademark List

Page: 4

Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
UR IDEAS TO LIGHT es of America	PSS PSS EM	T50430	0 Pending	76/045,759 11-May-2000			01-Nov-1999
Classes: 40 Goods: Int. Class 40 : Manufacture of pharmaceutical products to the order and specification of others.							
				OFCS No: 1764-0076	File#: T/1764-76		
				Remarks:			

Owner(s)

Owner Name

Mova Pharmaceutical Corporation

Owner Reference

02623

RE LIVEABLE

75/671,758

Published

PSS PSS EM T05973

0

31-Mar-1999

es of America

Classes: 5

 Goods: Pharmaceutical preparation for the treatment of
 diabetes and heart
 disease

File#: T/1764-33 ITU

T/1764-33 ITU

Remarks:

Owner(s)

Owner Name

Mova Laboratories, Inc.

Owner Reference

03197

Monday, September 11, 2000

Trademark List

Page: 5

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
Miscellaneous Design	01764	SHL SHL EM	T05766	0	Published	9900041237		
Country: China	Agent: CN02	China Patent Agent (H.K.) Ltd.			21-Apr-1999			
	Classes: 5				OFGS No: 1764-0047	File#:	T/1764-47	
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:			

Owner Reference

Owner(s) Owner Name
02623 Mova Pharmaceutical Corporation

MISCELLANEOUS DESIGN

25-Feb-2009

Country: Cuba

01764 SHL SHL EM T02795 0 PENDING 298/99 25-Feb-1999

Agent: CU02 Clarke Modet y Cia De Mexico S

Classes: 5

Goods: Pharmaceutical preparations; namely, elixirs for the relief of pain and fever; cough syrups, cough expectorants and cough suppressants

File#:

T/1764-44 CU

Owner Reference

Owner(s) Owner Name
02623 Mova Pharmaceutical Corporation

TRADEMARK

REEL: 002185 FRAME: 0958

Monday, September 11, 2000

Trademark List

Page: 6

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
Miscellaneous Design	01764	SHL SHL EM	T05766	0	PENDING	610/99	14-Apr-2009	
Country: Cuba	Agent: CU02	Clarke Modet y Cia De Mexico S			14-Apr-1999			
	Classes: 5				ORGS No: 1764-0048	File#:	T/1764-48	
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:			

Owner(s)

Owner Name

Owner Reference

02623

Mova Pharmaceutical Corporation

MISCELLANEOUS DESIGN

23-Feb-2006

Country: Hong Kong

01764 SHL SHL EM T02795

Published

9902161

Agent: HK07 Lloyd Wise

23-Feb-1999

Classes: 5

ORGS No: 1764-0045

File#:

T/1764-45 HK

Goods: Pharmaceutical preparations; namely, elixirs for the relief of pain and fever; cough syrups, cough expectorants and cough suppressants

Remarks:

Owner(s)

Owner Name

Owner Reference

02623

Mova Pharmaceutical Corporation

Monday, September 11, 2000

Trademark List

Page: 7

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
Miscellaneous Design Country: Hong Kong	01764	PSS PSS EM Agent: HK07 Lloyd Wise Classes: 5 Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products	T05766	0	Published 99 04997 21-Apr-1999 OFCS No: 1764-0049 Remarks:		21-Apr-2005 T/1764-49	
Owner(s) Owner Name Owner Reference								
	02623		Mova Pharmaceutical Corporation					
MISCELLANEOUS DESIGN Country: Italy	01764	SHL SHL EM Agent: IT06 Studio Ing. C. Gregorij Classes: 5 Goods: Pharmaceutical preparations	T02795	0	REGISTERE M91C 007088 02-Oct-1991 OFCS No: 1764-0006 Remarks:	626585 21-Jun-1994 File#: IT M-TM-12457	02-Oct-2001	
Owner(s) Owner Name Owner Reference								
	02623		Mova Pharmaceutical Corporation					
MISCELLANEOUS DESIGN Country: Spain	01764	SHL SHL EM Agent: ES04 E. Gonzalez Vacas Classes: 5 Goods: Pharmaceutical preparations	T02795	0	REGISTERE 1658655 30-Sep-1991 OFCS No: 1764-0007 Remarks:	1658655 File#: ES M-TM-12457	30-Sep-2001	
Owner(s) Owner Name Owner Reference								
	02623		Mova Pharmaceutical Corporation					

Page: 8

Trademark List

Monday, September 11, 2000

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
Miscellaneous Design	01764	SHL SHL EM	T05766	0	MAILED			
Country: Spain	Agent: ES12	Clarke, Modet & Company						
	Classes: 5					OFCS No: 1764-0050	File#: T/1764-50	
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products					Remarks:		

Owner Reference

Owner(s) Owner Name
02623 Movia Pharmaceutical Corporation

MISCELLANEOUS DESIGN	01764	SHL SHL EM	T02795	0	REGISTERE	1478310	08-Apr-2008
Country: United Kingdom	Agent: EP32	Reddie & Grose				01-Oct-1991	18-Dec-1992
	Classes: 5					OFCS No: 1764-0005	File#: GB M-TM-12457
	Goods: Pharmaceutical preparations and substances					Remarks:	

Owner Reference

Owner(s) Owner Name
02623 Movia Pharmaceutical Corporation

Monday, September 11, 2000

Page: 9

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date						
Miscellaneous Design	01764	SHL PSS EM	T05766	0	Registered	2194984	19-Apr-2009							
Country: United Kingdom	Agent: GB18	Gill Jennings & Every			19-Apr-1999	07-Apr-2000								
	Classes: 5				OFGS No: 1764-0069	File#: T/1764-69								
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:									
<table><thead><tr><th>Owner(s)</th><th>Owner Name</th><th>Owner Reference</th></tr></thead><tbody><tr><td>02623</td><td>Mova Pharmaceutical Corporation</td><td></td></tr></tbody></table>									Owner(s)	Owner Name	Owner Reference	02623	Mova Pharmaceutical Corporation	
Owner(s)	Owner Name	Owner Reference												
02623	Mova Pharmaceutical Corporation													
MISCELLANEOUS DESIGN	01764	SHL SHL EM	T02795	0	REGISTERE	74/155,186	1,711,095	01-Sep-2002						
Country: United States of America					08-Apr-1991	01-Sep-1992								
	Classes: 5				OFGS No: 1764-0002	File#: M-TM-12457								
	Goods: Pharmaceutical preparations				Remarks:									
<table><thead><tr><th>Owner(s)</th><th>Owner Name</th><th>Owner Reference</th></tr></thead><tbody><tr><td>02623</td><td>Mova Pharmaceutical Corporation</td><td></td></tr></tbody></table>									Owner(s)	Owner Name	Owner Reference	02623	Mova Pharmaceutical Corporation	
Owner(s)	Owner Name	Owner Reference												
02623	Mova Pharmaceutical Corporation													

Monday, September 11, 2000 Trademark List							Page: 16
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	First Use Date
Miscellaneous Design	01764	SHL SHL EM	T05766	0	PENDING 75/575,599		
Country: United States of America					21-Oct-1998		
	Classes: 40				OFGS No: 1764-0030	File#: T/1764-30	
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products.				Remarks:		
<div> <div>Owner(s)</div> <div>Owner Name</div> <div>Owner Reference</div> </div>							
02623			Mova Pharmaceutical Corporation				
MOVA	01764	SHL SHL EM	T05767	0	Published 9900041238		
Country: China		Agent: CN02	China Patent Agent (H.K.) Ltd.		21-Apr-1999		
	Classes: 5				OFGS No: 1764-0052	File#: T/1764-52	
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:		
<div> <div>Owner(s)</div> <div>Owner Name</div> <div>Owner Reference</div> </div>							
02623			Mova Pharmaceutical Corporation				

Page: 11

Trademark List

Monday, September 11, 2000

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA	01764	SHL SHL EM	T02796	0	PENDING	29799	25-Feb-2009	
Country: Cuba	Agent: CU02	Clarke Modet y Cia De Mexico S			25-Feb-1999			
	Classes: 5				OPGS No: 1764-0041	File#:	T/1764-41 CU	
	Goods: Pharmaceutical preparations; namely, elixirs for the relief of pain and fever, cough syrups, cough expectorants and cough suppressants				Remarks:			

Owner Reference

Owner(s) Owner Name

02623 Mova Pharmaceutical Corporation

MOVA	01764	SHL SHL EM	T05767	0	PENDING	611/99	14-Apr-2009	
Country: Cuba	Agent: CU02	Clarke Modet y Cia De Mexico S			14-Apr-1999			
	Classes: 5				OPGS No: 1764-0053	File#:	T/1764-53	
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:			

Owner Reference

Owner(s) Owner Name

02623 Mova Pharmaceutical Corporation

Trademark List										Page: 12
Monday, September 11, 2000	Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date	
	MOVA	01764	PSS SHL EM	T05767	0	PENDING	001151430	21-Apr-2009		
	Country: European Community	Agent: ED25	Markgraaf			21-Apr-1999				
						OPGS No: 1764-0051	File#:	T/1764-51		
		Goods:				Remarks:				
		<u>Owner(s)</u>	Owner Name				Owner Reference			
	02623		Mova Pharmaceutical Corporation							
	MOVA	01764	SHL PSS EM	T02796	0	PENDING	9902163	23-Feb-2006		
	Country: Hong Kong	Agent: HK07	Lloyd Wise			23-Feb-1999				
		Classes: 5				OPGS No: 1764-0042	File#:	T/1764-42		
		Goods: Pharmaceutical preparations; namely, elixirs for the relief of pain and fever; cough syrups, cough expectorants and cough suppressants				Remarks:				
		<u>Owner(s)</u>	Owner Name				Owner Reference			
	02623		Mova Pharmaceutical Corporation							

Page: 13

Trademark List

Monday, September 11, 2000

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA	01764	PSS SHL EM	T05767	0	PENDING 99 04996		21-Apr-2006	
Country: Hong Kong	Agent: HK07	Lloyd Wise			21-Apr-1999			
	Classes: 5				OFCS No: 1764-0054	File#:	T/1764-54	
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:			

Owner Reference

Owner(s) Owner Name
02623 Mova Pharmaceutical Corporation

MOVA	01764	CPL SHL EM	T02796	0	REGISTRE M9IC 007087	626584	02-Oct-2001
Country: Italy	Agent: IT06	Studio Ing. C. Gregorj			02-Oct-1991	21-Jun-1994	
	Classes: 5				OFCS No: 1764-0009	File#:	IT M-TM-12458
	Goods: Pharmaceutical preparations				Remarks:		

Owner Reference

Owner(s) Owner Name
02623 Mova Pharmaceutical Corporation

Page: 14

Trademark List

Monday, September 11, 2000

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA	01764	SHL SHL EM	T05767	0	MAILED 7			
Country: Spain	Agent: ES12	Clarke, Modet & Company			OPFGS No: 1764-0055	File#: T/1764-55		
	Classes: 5							
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products							

Owner Reference

Owner(s) Owner Name
02623 Movia Pharmaceutical Corporation

MOVA	01764	SHL SHL EM	T02796	0	REGISTERED	1478355	1478355	08-Apr-2008
Country: United Kingdom	Agent: GB27	Reddie & Grose			01-Oct-1991	04-Dec-1992		
	Classes: 5				OPFGS No: 1764-0008	File#: GB M-TM-12458		
	Goods: Pharmaceutical preparations and substances							

Owner Reference

Owner(s) Owner Name
02623 Movia Pharmaceutical Corporation

Page: 15

Trademark List

Monday, September 11, 2000

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA	01764	SHL PSS EM	T05767	0	PENDING	2194986		
Country: United Kingdom	Agent: GB18	Gill Jennings & Every			21-Apr-1999			
	Classes: 5				OPCS No: 1764-0068	File#: T/1764-68		
	Goods: Manufacturing of pharmaceutical products; research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:			

Owner Reference

Owner(s) Owner Name
02623 Mova Pharmaceutical Corporation

MOVA	01764	SHL SHL EM	T02796	0	REGISTERE	74/155,187	1,711,096	01-Sep-2002
Country: United States of America						08-Apr-1991	01-Sep-1992	
	Classes: 5				OPCS No: 1764-0003	File#: M-TM-12458		
	Goods: Pharmaceutical preparations				Remarks:			

Owner Reference

Owner(s) Owner Name
02623 Mova Pharmaceutical Corporation

Page: 16

Monday, September 11, 2000

Trademark List

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA	01764	SHL SHL EM	T05767	0	PENDING 75/575,580			
Country: United States of America					21-Oct-1998		T/1764-29	
	Classes: 40				OFCS No: 1764-0029	Filed:		
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products.				Remarks:			

Owner Reference

Owner(s) Owner Name
02623 Mova Pharmaceutical Corporation

MOVA & Design

Country: China

01764 SHL SHL EM T05765 0 Pending 9900041239
Agent: CN02 China Patent Agent (H.K.) Ltd.
Classes: 5
Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products

Filed: T/1764-57

Remarks:
OFCS No: 1764-0057

Owner Reference

Owner(s) Owner Name
02623 Mova Pharmaceutical Corporation

Monday, September 11, 2000		Trademark List					Page: 17	
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA & Design Country: Cuba	01764 SHL SHL EM T02797	0	PENDING	296/99	25-Feb-2009			
	Agent: CU02 Clarke Modet y Cia De Mexico S			25-Feb-1999				
	Classes: 5			OFGS No: 1764-0038	File#:	T/1764-38 CU		
	Goods: Pharmaceutical preparations; namely, elixirs for the relief of pain and fever; cough syrups, cough expectorants and cough suppressants			Remarks:				
		<u>Owner(s)</u>	<u>Owner Name</u>	<u>Owner Reference</u>				
	02623	Mova Pharmaceutical Corporation						
MOVA & Design Country: Cuba	01764 SHL SHL EM T05765	0	PENDING	612/99	14-Apr-2009			
	Agent: CU02 Clarke Modet y Cia De Mexico S			14-Apr-1999				
	Classes: 5			OFGS No: 1764-0058	File#:	T/1764-58		
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products			Remarks:				
		<u>Owner(s)</u>	<u>Owner Name</u>	<u>Owner Reference</u>				
	02623	Mova Pharmaceutical Corporation						

Monday, September 11, 2000									
Trademark List									
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date	Page: 18
MOVA & Design	01764	SHL PSS EM	T02765	0	Published	001151414	19-Apr-2009		
Country: European Community	Agent: EU25	Markgraaf			19-Apr-1999				
					OFGS No: 1764-0056	File#:	T/1764-56		
	Goods:				Remarks:				
	<u>Owner(s)</u>	Owner Name				Owner Reference			
	02623	Mova Pharmaceutical Corporation							
MOVA & Design	01764	SHL PSS EM	T02797	0	Pending	9902162			
Country: Hong Kong	Agent: HK07	Lloyd Wise			23-Feb-1999				
	Classes: 5				OFGS No: 1764-0039	File#:	T/1764-39 HK		
	Goods: Pharmaceutical preparations; namely, elixirs for the relief of pain and fever, cough syrups, cough expectorants and cough suppressants				Remarks:				
	<u>Owner(s)</u>	Owner Name				Owner Reference			
	02623	Mova Pharmaceutical Corporation							

Monday, September 11, 2000									
Trademark List									
Page: 19									
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date	
MOVA & Design	01764	PSS SHL EM	T05765	0	PENDING 99 04998		21-Apr-2006		
Country: Hong Kong	Agent: HK07	Lloyd Wise			21-Apr-1999				
	Classes: 5				OFCS No: 1764-0059	File#: T/1764-59			
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:				
Owner(s) Owner Name Owner Reference									
02623		Mova Pharmaceutical Corporation							
MOVA & Design	01764	SHL SHL EM	T02797	0	REGISTRE MIP1C007089	626586	02-Oct-2001		
Country: Italy	Agent: IT06	Studio Ing. C. Gregori			02-Oct-1991	21-Jun-1994			
	Classes: 5				OFCS No: 1764-0012	File#: IT M-TM-12459			
	Goods: Pharmaceutical preparation				Remarks:				
Owner(s) Owner Name Owner Reference									
02623		Mova Pharmaceutical Corporation							

Monday, September 11, 2000 **Trademark List** Page: 20

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA & Design	01764	PSS SHL EM	T05765	0	MAILED			
Country: Spain	Agent: ES12	Clarke, Modet & Company						
	Classes: 5							
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products							
					OFGS No: 1764-0060	File#:	T/1764-60	
					Remarks:			

Owner Reference

Owner(s) Owner Name
02623 Movia Pharmaceutical Corporation

MOVA & Design	01764	SHL SHL EM	T02797	0	REGISTER	1478292	1478292	08-Apr-2008
Country: United Kingdom	Agent: GB27	Reddie & Grose					23-Jul-1993	
	Classes: 5							
	Goods: Pharmaceutical preparation and substances							
					OFGS No: 1764-0011	File#:	GB M-TM-12459	
					Remarks:			

Owner Reference

Owner(s) Owner Name
02623 Movia Pharmaceutical Corporation

Page: 21

Trademark List

Monday, September 11, 2000

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA & Design	01764	PSS SHL EM	T05765	0	Registered	2194982	19-Apr-2009	
Country: United Kingdom	Agent: GB18	Gill Jennings & Every			19-Apr-1999	07-Apr-2000		
	Classes: 5				OFCS No: 1764-0070	Filed: T/1764-70		
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:			

Owner Reference

Owner(s) Owner Name
02623 Mova Pharmaceutical Corporation

MOVA & Design	01764	SHL SHL EM	T02797	0	REGISTERE	74/155,188	1,711,097	01-Sep-2002
Country: United States of America						08-Apr-1991	01-Sep-1992	
	Classes: 5				OFCS No: 1764-0004	Filed: M-TM-12459		
	Goods: Pharmaceutical preparations; namely, elixirs for the relief of pain and fever; cough ... syrups, cough expectorants and cough suppressants				Remarks:			

Owner Reference

Owner(s) Owner Name
02623 Mova Pharmaceutical Corporation

Monday, September 11, 2000							Page: 22	
Trademark List								
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA & Design	01764	SHL SHL EM	T05765	0 PENDING	751575,579			
Country: United States of America					21-Oct-1998			
	Classes: 40				OFCS No: 1764-0031	File#:	T/1764-31	
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:			
	<u>Owner(s)</u>	Owner Name		Owner Reference				
	02623	Mova Pharmaceutical Corporation						
MOVA Device	01764	SHL PSS EM	T05766	0 Published	001152040			19-Apr-2009
Country: European Community	Agent: EU25	Markgraf			19-Apr-1999			
	Classes: 5, 42				OFCS No: 1764-0046	File#:	T/1764-46	
	Goods: Int. Class 5 : Pharmaceutical preparations.				Remarks:			
	Int. Class 42 : Research and development of pharmaceutical products							
	<u>Owner(s)</u>	Owner Name		Owner Reference				
	02623	Mova Pharmaceutical Corporation						

Monday, September 11, 2000 Trademark List							Page: 24
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	First Use Date
PHENATAN	01764	PSS PSS EM	T06051	0 PENDING	75/731,627		
Country: United States of America					18-Jun-1999		
Classes: 30					OFCS No: 1764-0066	File#: T/1764-66	
Goods: Antihistamine/nasal decongestant combination					Remarks:		
<u>Owner(s)</u> Owner Name 02623 Mova Pharmaceutical Corporation Owner Reference							
TRI-GESTAN	01764	PSS PSS EM	T06052	0 Registered	75/731,628	2,329,956	14-Mar-2010
Country: United States of America					18-Jun-1999	14-Mar-2000	
Classes: 30					OFCS No: 1764-0067	File#: T/1764-67	
Goods: Antihistamine/nasal decongestant combination					Remarks:		
<u>Owner(s)</u> Owner Name 02623 Mova Pharmaceutical Corporation Owner Reference							
YOUR RIGHT HAND IN OUTSOURCING	01764	CPL CPL EM	T50429	0 Pending	76/045,760		01-Mar-2000
Country: United States of America					11-May-2000		
Classes: 40					OFCS No: 1764-0077	File#: T/1764-77	
Goods: Int. Class 40 : Manufacture of pharmaceutical products to the order and specification of others					Remarks:		
<u>Owner(s)</u> Owner Name 02623 Mova Pharmaceutical Corporation Owner Reference							

Page: 25

Trademark List

Monday, September 11, 2000

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
ZOETICA	01764	SHL PSS EM	T05972	0	Published 75/671,757 31-Mar-1999	File#:	T/1764-36 ITU	
Country: United States of America Classes: 5 Goods: House mark for a line of pharmaceutical preparations for human use OFGS No: 1764-0036 Remarks:								
<u>Owner(s)</u>		Owner Name		Owner Reference				
03258		Zoetica Pharmaceutical Corporation						

ZOETICA & DESIGN	01764	SHL PSS EM	T05971	0	PENDING 75/671,756 31-Mar-1999	File#:	T/1764-32 (ITU)	
Country: United States of America Classes: 5 Goods: House mark for a line of pharmaceutical preparation for human use OFGS No: 1764-0032 Remarks:								

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
ZOETICA SCIENCE FOR LIVING AND D	01764	PSS PSS EM	T06203	0	Suspended 75/776,317 16-Aug-1999	File#:	T/1764-62	
Country: United States of America Classes: 5 Goods: House mark for a line of pharmaceutical preparations for human use OFGS No: 1764-0062 Remarks:								
<u>Owner(s)</u>		Owner Name		Owner Reference				
03258		Zoetica Pharmaceutical Corporation						