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

12-05-2000

U.S. Department of Commerce

Patent and Trademark Office TRADEMARK



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RECORDATION FORM COVER SHEET

TRADE	MARKS ONLY
	Please record the attached original document(s) or copy(ies).
Submission Type New	Conveyance Type Assignment License
Resubmission (Non-Recordation) Document ID #	Security Agreement Nunc Pro Tunc Assignment Effective Date
Correction of PTO Error	Merger Month Day Year
Reel # Frame #	Change of Name
Corrective Document Reel # Frame #	Other
Conveying Party	Mark if additional names of conveying parties attached Execution Date
	Execution Date Month Day ,Year
Name MOVA PHARMACEUTICA	L CORPORATION 09/22/00
Formerly	
Individual General Partnership	Limited Partnership Corporation Association
	Corporation Association
Other	
Citizenship/State of Incorporation/Organiza	tion PUERTO RICO
Receiving Party	Mark if additional names of receiving parties attached
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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

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Was**行身和医**似為民K

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

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	epresentative Name and	Address Enter for the first Re	ceiving Party only.
Name			
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Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspond	dent Name and Address	Area Code and Telephone Number	
Name	MORLAN+ FINAGL	Pn, LLP - ATTENTION: S	IANLEY & GREEN
Address (line 1)	1775 EYE STRE	ET N.W.,	
Address (line 2)	SUITE 400	, ,	
		N.C. Doga/	
Address (line 3)		D.C. 20006	
Address (line 4)	TEL (201) 857		857-7929
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	• •	r Registration Number(s)	Mark if additional numbers attached
Enter either the	e Trademark Application Number <u>or</u> t	he Registration Number (DO NOT ENTER BOTI	H numbers for the same property).
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Name	of Person Signing	Signature	Date Signed

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

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

Conveying Party Enter Additional Conveying Party	Mark if additional names of conveying parties attached Execution Date Month Day Year
Name	
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Individual General Partnership	Limited Partnership Corporation Association
Other	
Citizenship State of Incorporation/Organization	on
Receiving Party Enter Additional Receiving Party	Mark if additional names of receiving parties attached
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TRADEMARK

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated September 22, 2000 is by between MOVA

PHARMACEUTICAL 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");

WITNESSETH:

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 s 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

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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 an 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. <u>OBLIGATIONS SECURED.</u>

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

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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

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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 county, 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,

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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.

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4. <u>EVENTS OF DEFAULT</u>.

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

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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 an 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 <u>forum non conveniens</u> 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)

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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.

(c) 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. <u>MISCELLANEOUS</u>.

(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

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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: MOVA PHARMACEUTICAL CORPORATION

P.O. Box 8639

Caguas, Puerto Rico 00926

Attn: Mr. Joaquín B. Viso Alonso

President

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" an 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.

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(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.

MOVA PHARMACEUTICAL CORPORATION

By: Viso Alonse

CONGRESS CREDIT CORPORATION

Miluel A. Vázguez Seijo

President

RLR/rgg/els/9-20-00 TMK-ASSN.AGR.MOVA PHAR

COMMONWEALTH OF PUERTO RIC	CO)
MUNICIPALITY OF SAN JUAN)SS:
MUNICIPALITY OF SAN JUAN	,
Affidavit No. 9394	
Sworn and subscribed to before	e me by Miguel A. Vazquez, of legal age, mar

Sworn and subscribed to before me by Miguel A. Vazquez, of legal age, married, executive and resident of San Juan, Puerto Rico as Fresident 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. 9395

Sworn and subscribed to before me by Joaquín B. Viso Alonso, of legal age, married, executive and resident of Guaynabo Puerto Rico, as President of MOVA PHARMACEUTICAL CORPORATION, personally known to me at San Juan, Puerto Rico, this 22nd day of September, 2000.

NOTARY PUBLIC

RLR/rgg/els/9-20-00 TMK-ASSN.AGR.MOVA PHAR

EXHIBIT A TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

<u>LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS</u> (<u>UNITED STATES</u>)

	Registration	Registration	Expiration
Trademark	Number	Date	Date

Trademark
Application

Application/Serial Number

Application Date

RLR/rgg/els/9-20-00 TMK-ASSN.AGR.MOVA PHAR

EXHIBIT A TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

<u>LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS</u> (CANADA)

Registration Registration Expiration
Trademark Number Date Date

Trademark Application/Serial Application Number

Application Date

RLR/rgg/els/9-20-00 TMK-ASSN.AGR.MOVA PHAR

EXHIBIT B TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES (UNITED STATES)

14

RLR/rgg/els/9-20-00 TMK-ASSN.AGR.MOVA PHAR

REEL: 002187 FRAME: 0331

EXHIBIT B TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES (UNITED STATES)

RLR/rgg/els/9-20-00 TMK-ASSN.AGR.MOVA PHAR

EXHIBIT C TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF PUERTO RIC	O)
) SS:
MUNICIPALITY OF SAN JUAN)

KNOW ALL MEN BY THESE PRESENTS, that MOVA PHARMACEUTICAL CORPORATION ("Debtor"), having an office at Road No. 1, Km. 34.8, Villa Blanca Industrial Park, Caguas, Puerto Rico 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.

MOVA PHARMACEUTICAL CORPORATION

Viso Alonso

Title: President

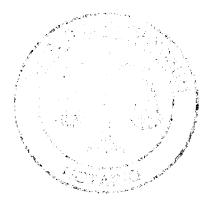
RLR/rgg/els/9-20-00 TMK-ASSN.AGR.MOVA PHAR

16

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

AFFIDAVIT NUMBER: 9396

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



NOTARY PUBLIC





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, ESO. 1180 AVENUE OF THE AMERICAS NEW YORK, NEW YORK 10036-8403



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 CITIZENSHIP: PUERTO RICO 214 CARNEGIE CENTER, SUITE 106 PRINCETON, NEW JERSEY 08540

ENTITY: CORPORATION

APPLICATION NUMBER: 75671756

REGISTRATION NUMBER:

FILING DATE: 03/31/1999

ISSUE DATE:

MARK: ZOETICA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

002089/0911 PAGE 2

APPLICATION NUMBER: 75671757

5671757 FILING DATE: 03/31/1999 ISSUE DATE:

REGISTRATION NUMBER:

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	ist				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					10-Aug-1999			
	Classes: 42, 40, 35, 5	35, 5		OFGS A	OFGS No: 1764-0074	File#: T/I	T/1764-74 ITU	
	Goods: mana	Goods: managed health care services	vices	Remarks:	ks:			
	custom ma for others	n manufacture of I hers	custom manufacture of pharmaceutical products for others	St				
	marke produ	marketing and distributing pharmaceutical products for others	ug pharmaceutical					
	рһагпасеп	naceuticals						
	Owner(s)	Owner Name			Ow	Оутег Reference		
	03118	Alara Healthcan	lara Healthcare Corporation					

Registration Renewal First Use Number/Date Date Date Date File#: T/1764-75	Owner Reference
Application Number/Riling 75/904,352 27-Jan-2000 : 1764-0075 ::	Очаел
rademark List Status 1172 0 Pending 1172 0 Pending OPGS No Cluding ent parches Services in the F. wholesale Spharmaceuticals roducts to the	afion
Client Alforney(s) Case Number 01764 PSS PSS EM T50172 Goods: Int. Class 5: House mark for line of pharmacentical ransdermal estrogen replacement patches Business marketing consulting services in the distributorship services featuring pharmaceuticals Int. Class 40: Manufacture of pharmaceutical products to the order and specification of others Int. Class 42: Manuged health care services Owner Name	Alata Healtheare Corporation
Class Good	
ALARA and Design Country: United States of America Oy	

Monday, September 11, 2000

Monday, September 11, 2000			Trademark List	ist				Page: 3
	Client				Application	Registration	Renewal	First Use
Trademark Name		Attorney(s)	Case Number	Status	Number/Filing	Number/Date	Date	Date
ARISTA	01764	PSS PSS EM T06192	T06192 0	PENDING	75/772,984			
Country: United States of America					10-Aug-1999			
	Classes: 5,35,40 & 42	10 & 42		OFGS	OFGS No: 1764-0071	File#: T/17	T/1764-71 PTU	
	Goods: Int'l Class 5:	Jass 5: pharmaceuticals	nticals	Remarks:	ks:			
	Int'l c pharm	In!'l class 35: marketing and distrib pharmaceutical products for others	raarketing and distributing Il products for others					
	Int'l c.	Int's class 40: custom manufacture or pharmaceutical products for others	custorn manufacture of il products for others					
	Intlo	Int'i class 42: managed h	managed health care services					
	Owner(s)	Owner Name			Оче	Owner Reference		
	03120	Arista Healthcare Corporation	re Corporation					
GLYCRON	01764	PSS PSS EM T06050	T06050 0	PENDING	75/776,819			
Country: United States of America					16-Aug-1999			
	Classes: 5			OFGSN	OFGS No: 1764-0065	File#: T/17	T/1764-65	
	Goods: Pharmac diabetes	naceuticals prepara es	Goods: Pharmaceuticals preparation for the treatment of diabetes	of Remarks:	ky:			
]	
	Owner(s)	Owner Name			Оми	Owner Reference		
	03258	Zoetica Pharma	Zoetica Pharmaceutical Corporation					

11, 2000			Trademark List	List				Page: 4
	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	o Renewal ate Date	Rirst Use Date
UR IDEAS TO LIGHT 01764	IGHT 01764	PSS PSS EM	T50430	0 Pending	76/045,759			01-Nov-1999
es of America					11-May-2000			
	Classes: 40			OFGS	OFGS No: 1764-0076	File#:	T/1764-76	
	Goods: Int. Class 40: Manufacture o order and spec	Int. Class 40: Manufacture of pharmaceutical porder and specification of others.	Int. Class 40: Manufacture of pharmaceutical products to the order and specification of others.	Remarks: the	rks:			
	Owner(s)	Owner Name			NO.	Owner Reference	•	
	02623	Mova Pharmac	Mova Pharmaceutical Corporation			7	\	
RE LIVEABLE	01764	PSS PSS EM	T05973	0 Published	75/671,758			
es of America					31-Mar-1999			
	Classes: 5			OFGS	OFGS No: 1764-0033	File#:	T/1764-33 ITU	
	Goods: Pharmz diabete disease	Pharmaceutical preparat diabetes and heart disease	Goods: Pharmaceutical preparation for the treatment of diabetes and heart disease	t of Remarks:	rks:			
	Owner(s)	Owner Name			O	Owner Reference		
	03197	Mova Laboratories, Inc.	ries, Inc.					
	03121	IVIOVA LAUUIUIO	Hes, and					

Page: 5 Renewal Kirst Use Date Date	25-Feb-2009 64-44 CU	
Registration Real Number/Date Date (Control of the Control of the	1 5	<u> ప</u>
	Owner Reference File#; T//	Owner Reference
Status Application Published 9900041237 21-Apr-1999 OFGS No: 1764-0047 Remarks;) &	Own
atus blished FGS No	PENDING 298/99 25-Feb-19 OFGS No: 1764-0044 Remarks:	
Trademark List Case Number St. T05766 0 Pul sgent (H.K.) Ltd. O centical products, of tarketing and cal products	od.	Nation
Client Attorney(s) Case Number 01764 SHL SHL EM TOS766 Agent: CN02 China Patent Agent (H.K.) Ltd. Goods: Manufacturing of pharmacentical products, pharmaceutical products, pharmaceutical products, marketing and distribution of pharmaceutical products	Wher(s) Mova Pharmaceutical Corporation 01764 SHL SHL EM T02795 Agent: CU02 Clarke Model y Cia De Mexico S ssex: 5 ods: Pharmaceutical proparations; namely, elixirs f fiver; cough symps, cough expectorants and cough suppressants	Owner Naine Mova Phamaceutical Corporation
Client Attorney(s) Call 764 SHL SHL EM TO nt: CN02 China Patent Age 5 Manufacturing of pharmacen research and development of pharmaceutical products, man distribution of pharmacentical	Mova Pharmacc Mova Pharmacc 01764 SHL SHL EM ent. CU02 Clarke Model 3 s: 5 s: 5 s: Pharmaceutical proparatio the relief of pain and fever; cough symps, cough cough suppressants	Owner Naine Mova Phamao
Client 01764 Agent: CN(Classes: 5 Goods: Manufi research pharma distribu	Owner(s) 02623 01764 Agent: CUC Classes: 5 Goods: Pharms the relix fever; c	<u>(5).a</u>
		Own.
Name s Design	MISCELLANEOUS DESIGN Country: Cuba	
Trademark Name Miscellaneous Design Country: China	MISCELLANEC Country: Cubs	
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Monday, September 11, 2000

Page: 6 July Renewal Rirst Use Date Date Date 14-Apr-2009 T/1764-48	23-Feb-2006	
Polication Registrat 610/99 14-Apr-1999 1764-0048 File#;	Owner Reference 99 File#: I/17	Owner Reference
CLIS	ublished OFGS No: Remarks:	Owner Name Mova Pharmaceutical Corporation
Client Attorney(s) Case Number 01764 SHL SHL EM T05766 Agent: CU02 Clarke Model y Cia De Mexico S Goods: Manufacturing of pharmaceutical products, pharmaceutical products, pharmaceutical products, narketing and distribution of pharmaceutical products.	Owner Name 02623 Mova Pharmacentical Corporation 01764 SHL SHL EM T02795 Classes: 5 Goods: Pharmacentical preparations; namely, elixirs for the relief of pain and fever; cough synups, cough expectorants and cough suppressants	Owner(s) Owner Name 02623 Mova Pharmace
Trademark Name Miscellaneous Design Country: Cuba	MISCELLANEOUS DESIGN Country: Hang Kong	

Monday, September 11, 2000			Trademark List	List				Page: 7
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	on Renewal Bate Date	First Use Date
Miscellaneous Design	01764	PSS PSS EM	105766	0 Published	ed 99 04997		21-Apr-2006	9
Country: Hong Kong	Agent: HK07	07 Lloyd Wise			21-Apr-1999			
	Classes: 5			OFG	OFGS No: 1764-0049	Me#:	T/1764-49	
	Goods: Manus resear pharm distrib	Manufacturing of pharmacen research and development of pharmaceutical products, madistribution of pharmaceutica	Goods: Manufacturing of pharmacentical products, research and development of pharmacentical products, marketing and distribution of pharmacentical products		Remarks:			
	Owner(s)	Owner Name	Ð		0	Owner Reference	ž	
	02623	Mova Pharm	Mova Pharmaceutical Corporation	-				
MISCELLANEOUS DESIGN	19210	SHL SHL EM	SHL EM T02795	0 REGIST	REGISTERE MISIC 007088	8 626585	02-Oct-2001	
Country: Italy	Agent: IT06	6 Sudio Ing. C. Gregorj	C. Gregorj		02-Oct-1991	21-Jun-1994	94	
	Classes: 5			OFGS	OFGS No: 1764-0006	File#:	IT M-TM-12457	
	Goods; Pharm	Goods; Pharmaceutical preparations	ations	Ren	Remarks:			
	Owner(s)	Owner Name	Đ		0	Owner Reference	93	
	02623	Mova Pharma	Mova Pharmaceutical Corporation					
MISCELLANEOUS DESIGN	19210	SHL SIIL EM	SIIL EM T02795	0 REGIST	REGISTERE 1658655	1658655	30-Sep-2001	
Country: Spain	Agent: ES04	4 E. Gonzalez Vacas	Vacas		30-Sep-1991			
	Classes: 5			OFGS	OFGS No: 1764-0007	File#:	ES M-TM-12457	
	Goods: Pharm	Goods: Pharmaceutical preparations	ations	Rem	Remarks:			
	Owner(s)	Owner Name	47		0	Owner Reference	ب	
	02623	Mova Pharma	Mova Pharmaceutical Corporation					

TRADEMARK

REEL: 002187 FRAME: 0343

Monday Sentember 11 2000								
0007 111 2000000000000000000000000000000			Trademark List	List	A. de delegation			Page: 8
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filling	Registration Number/Date	Renewal Date	First Use
Miscellaneous Design	01764			0 MALLED	11 _		- 11	
Commiy: Span	Agent: ES12		Clarke, Modet & Company			*		
	Classes: 5			OFGS	OFGS No: 1764-0050	File#: I/)	T/1764-50	
	Goods: Man resee phan distri	Manufacturing of pharmaceutical productesearch and development of pharmaceutical products, marketing and distribution of pharmaceutical products	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products	Remarks:	rks:			
	Owner(s) 02623	Ovener Name Mova Pharmac	Owner Name Mova Pharmaceutical Corporation		0 M	Owner Reference		
MISCELLANEOUS DESIGN	01764 SHI.	SHL SHL EM T02795	T02795 0		REGISTERE 1478310	1478210	2000 7 80	
Country: United Kingdom	Agent EP	Agent: EP32 Reddie & Grose	ose		01-Oct-1991	18-Dec-1992	00-4p-2000	÷
	Classes: 5 Goods: Pharn	naceutical prepara	Jasses; 5 Goods: Pharmaceutical preparations and substances	OFGS No: Remarks:		File#: GB	GB M-TM-12457	
	Owner(s) 02623	Owner Name Mova Pharmac	Owner Name Mova Pharmaceutical Cornoration			Owner Reference		
			manufacture and an arrange					

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Monday, September 11, 2000			Trademark List			Dogetration	Renewal	First Use
	Client	Attorney(s)	Case Number	Application Status Number/Filing	ron Filing	Number/Date	Date	Date
Trademark iname	FYLIU	SHI PSS EM 105766	T05766 0	Registered 2194984	84	2194984	19-Apr-2009	
Miscellaneous Design Country: United Kingdom		3 (2)	& Every	19-Apr-19	19-Apr-1999	07-Apr-2000 File#: T/I	0 T/1764-69	
	Classes: 5 Goods: Manu resear	S Manufacturing of pharmaceutical produc research and development of pharmaceutical products, marketing and	Jasses: 5 Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and	Remarks:				
	distril	distribution of pharmaceutical products	entical products					
	Owner(s)	Owner Name			Own	Owner Reference		
	02623	Mova Pharma	Mova Pharmacentical Corporation					
MISCELLANEOUS DESIGN	01764	SHL SHL EM T02795	T02795 0	REGISTERE 74/155,186 08-Apr-199	74/155,186 08-Apr-1991	1,711,095 01-Sep-1992	01-Sep-2002	
Country: United States of America	Classes: 5	Jasses: 5	ations	OFGS No: 1764-0002 Remarks:	0005	File#: M-	M-TM-12457	
	Owner(s) 02623	Owner Name Mova Phama	Owner Name Mova Phamaceutical Corporation		OWI	Owner Reference		

Monday, September 11, 2000			Trademark List	İst				Page: 14
	Client				Application	Registration	Renewal	First Use
Trademark Name		Attorney(s)	Case Number	Status	Number/Filing	Number/Date	Date	Date
Miscellanonus Design	01764	SHL SHL EM T05766	T05766 0	PENDING	15/575,599			
Country: United States of America					21-Oct-1998			
	Classes: 40			OFGS)	OFGS No: 1764-0030	File#; T/17	T:1764-30	
	Goods: Manu cesean phara distril	Manufacturing of pharmaceutical producticesearch and development of pharmaceutical products, marketing and distribution of pharmaceutical products.	Goods: Manufachiring of pharmaceutical products, cesearch and development of pharmaceutical products, marketing and distribution of pharmaceutical products.	Remarks:	ж. Э			
	Owner(s)	Owner Name			O	Owner Reference		
	02623	Mova Pharma	Mova Pharmaceutical Corporation					
MOVA	01764	SHL SHL EM T05767	T05767 0	Published	9900041238			
Country: China	Agent: CN02		China Patent Agent (H.K.) Ltd.		21-Apr-1999		;	
	Classes: 5			OFGS (OFGS No: 1764-0052	Kle#: TO	T/1764-52	
	Goods: Manu rescan pharm distril	Manufacturing of pahrmaccutical producescared and development of pharmaceutical products, marketing and distribution of pharmaccutical products	Goods: Manufacturing of pahrmaccurical products, reseastch and development of pharmacentical products, marketing and distribution of pharmaccutical products	Remarks:	2 5			
	Owner(s)	Owner Name			Ow	Owner Reference		
	02623	Mova Pharma	Mova Pharmaceutical Corporation					

Monday, September 11, 2000			Trademark List	ist				Page: 11
Trademark Name	Client	Atterney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
МОУА	01764	SHL SHL EM T02796	T02796 0	PENDING	297,99		25-Feb-2009	
Country: Cuba	Agent: CL	102 Clarke Model	Agent: CU02 Clarke Modet y Cia De Mexico S		25-Fcb-1999			
	Classes: 5			OPGSN	OFGS No: 1764-0041	File#: T/I	T/1764-41 CU	
	Goods: Phan the re fever; cough	Pharmaceutical preparation relief of pain and fever, cough syrups, cough cough syrups.	Goods: Pharmaceutical preparations; namely, clixins for the relief of pain and fever, cough syrups, cough expectorants and cough suppressants	or Remarks:	ij			
	Owner(s)	Owner Name			ő	Owner Reference		
	02623	Mova Pharmace	Mova Pharmaceutical Corporation					
MOVA	01764	SHL SHL EM T05767	T05767 0	PENDING	611/99		14.Apr-2009	
Country: Cuba	Agent: CU	02 Clarke Modet	Agent: CU02 Clarke Modet y Cia De Mexico S		14-Apr-1999			
	Classes: 5			OFGS NA	OFGS No: 1764-0053	File#: T/17	T/1764-53	
	Goods: Manufachtiri research and pharmaceutic distribution o	Manufachuing of pharmaceutical productescarch and development of pharmaceutical products, marketing and distribution of pharmaceutical products	ig of pharmaceutical products, development of al products, marketing and if pharmaceutical products	Remarks:	ä			
	Owner(s) 02623	Owner Name Mova Pharmace	Owner Name Mova Pharmaceutical Corporation		Own	Owner Reference		

Monday, September 11, 2000			Trademark List	List				Page: 12
Trademark Name	Client	Attorney(s)	Case Number	Scatus	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA	01764	PSS SHIL EM	T05767	0 PENDING	3 001151430		21-Apr-2009	
Country: European Community	Agent: EU.	Agent. BU25 Markgraaf		OFGS	21-Apr-1999 OFGS No: 1764-0051	Kile#: T/I	T/1764-51	
	Goods:			Remarks:	rks:			
	Owner(s)	Owner Name			%O	Owner Reference		
	02623	Mova Phamaa	Moya Phannaceutical Corporation					
MOVA	01764	SHL PSS EM	T02796	0 PENDING	3 9902163		23-Feb-2006	
Country: Hone Kong	Agent: HK07	.07 Lloyd Wise			23-Fcb-1999			
	Classes: 5			OFGS	OFGS No: 1764-0042	File#: T/	T/1764-42	
	Goods: Pham the re, fever; cougli	Pharmaceutical preparative relief of pain and fever; cough syrups, corcough suppressauts	Goods: Pharmaceutical preparations; namely, elixirs for the relief of pain and fever; cough symps, cough epectorants and cough suppressants	s for Remarks:	tks:			
	Owner(s) 02623	Owner Name Mova Phannac	Owner Name Mova Phamacculical Corporation		Ő	Owner Reference		

Monday, September 11, 2006			Trademark List	st				Fage: 13
	Chent				Application	Registration	Renewal	First Use
Trademark Name		Attorney(s)	Case Number	Status	Number/Filing	Number/Date	Date	Date
MOVA	01764	PSS SHL EM T05767	T05767 0	PENDING	99 04996		21-Apr-2006	
Country: Hone Kone	Agent: HK07	07 Lloyd Wise			21-Apr-1999			
	Classes: 5			OFGS	OFGS No: 1764-0054	国味: 1717	T/1764-54	
	Goods: Manufactu research ar pharmaceu distribution	Manufacturing of pharmacaeutical producescarch and development of pharmaceutical products, marketing and distribution of pharmaceutical products	ring of pharmacaeutical products, ad development of nical products, marketing and n of pharmaceutical products	Remarks:	ks;			
	Owner(s)	Onner Name			Oven	Owner Reference		
	02623	Моув Рћаппас	Moya Pharmacentical Corporation					
MOVA	01764	CPL SHL EM T02796	T02796 0	REGISTE	REGISTERE MI9IC 007087	626584	02-Oct-2001	
Country: Italy	Agent: JT06 Classes: 5	ló Studio Ing. C. Gregori	. Gregorj	OFGS	02-Oct-1991 OFGS No: 1764-0009	21-Jun-1994 Rile#: ITA	t IT M-TM-12458	
	Goods: Pham	Goods: Pharmaceutical preparations	ions	Remarks:	cks:			
	Owner(s)	Owner Name			Own	Owner Reference		
	02623	Mova Pharmac	Mova Pharmaceutical Corporation					

winds, achemoer 11, 2000					Ī		
		Trademark List	35				Page 14
Trademark Name	Chent Attorney(s) Case	Case Number	Ap Status No	Application Number Giling		Renewal	First Use
Country: Spain	Agent: ES12 Clarke, Modet & Company Classes: 5 Goods: Manufacturing of pharmacentical products, research and development of pharmacentical products, marketing and distribution of pharmaceutical products		Z TE	764-0055	File#: T/1764-55	Date 1-55	Date
MOVA Country: United Kingdom	Owner(s) Owner Name 02623 Mova Pharmaceutical Corporation 01764 SHL SHL EM T02796 0 Agent: GB27 Reddie & Grose Classes: 5 Goods: Pharmaceutical treatments.	1-	, -	S ~	Owner Reference 1478355 08-Apr-2008 1 04-Dec-1992 Rile#: GB M-TM-12458	08-Apr-2008	
	Owner(s) Owner Name 02623 Mova Pharmaceutical Corporation	i substances orporation	Remarks:	Owne	Owner Reference		

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			Trademark List	ist				Pape: 15
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filine	Registration Number/Date	Renewal Data	First Cse
MOVA Country: United Kingdom	Agent: GB18 Classes: 5 Goods: Manufact research a of pharm distributic	1764 SHL PSS EM T05767 M: GB18 Gill Jennings & Bvery Manufacturing of pharmaceutical research and development of pharmaceutical products, mark distribution of pharmaceutical products	Agent: GB18 Gill Jennings & Every Agent: GB18 Gill Jennings & Every Jasses: 5 Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products		ENDING 2194986 21-Apr-1999 OFGS No: 1764-0068 Remarks:	File#: TVI	T/1764-68	
MOVA Country: United States of America	Owner(s) 02623 01764	Owner Name Mova Pharmaceutical C SHL SHL EM T02796	Owner Name Mova Pharmaceutical Corporation HL SHL EM T02796 0	REGISTER	GWI REGISTERE 74/155,187 08-Apr-1991	Owner Reference 1,711,096 1 01-Sep-1992	01-Sep-2002	
	Classes: 5 Goods: Pham:	Jasses: 5 Goods: Pharmaceutical preparations	SUG	OPGS Ne: Remarks:		File#: M-TI	M-TM-12458	
	Owner(s) 02623	Owner Name Mova Pharmace	Owner Name Mova Pharmaceutical Corporation		Own	Owner Reference		

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Monday, September 11, 2000			Trademark List	st				Page: 16
	Client				Application	Registration	Renewal	First Use
Trademark Name		Attorney(s)	Case Number	Status	Number/Filing	Number/Date	Date	Pare
MOVA	01764	SHL SHL EM T05767	0 29250T	PENDING	3 75/575,580			
Country United States of America					21-0ct-1998			
Country, Current curves of the country of the count	Classes: 40			OFGS	OFGS No: 1764-0029	File#: T/I	T/1764-29	
	Goods: Manu resea pharn distril	Manufacturing of pharmaceutical produx research and development of pharmaceutical products, marketing and distribution of pharmaceutical products.	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products.	Remarks:	ufks:			
	Owner(s)	Owner Name			8	Owner Reference		
	02623	Mova Pharma	Mova Pharmaceutical Corporation					
MOVA & Design	01764	SHL SHL EM T05765	T05765 0	Pending	9900041239			
Country: China	Agent: CN02	102 China Paten	China Patent Agent (H.K.) Ltd.		21-Apr-1999			
•	Classes: 5			OFCS	OFCS No: 1764-0057	File#: T/I	T/1764-57	
	Goods: Mam resea phar distri	Manufacturing of pharmaceutical productesearch and development of pharmaceutical products, marketing and distribution of pharmaceutical products	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products	Remarks:	nks:			
	Owner(s)	Owner Name			ð	Owner Reference		
	02623	Mova Pharma	Mova Pharmaceutical Corporation					

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Monday, September 11, 2000			Trademark List	ist				rage.
The demonstrate Name	Client	Attorney(s)	Case Number	tafus	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
MOVA & Design Country: Cuba	01764 S Agent: CU02	11	IL SHL EM 1'02797 0 Clarke Modet y Cia De Mexico S	PENDING OFGS N	ENDING 296/99 25-Frb-1999 OFGS No: 1764-0038	Me#: 7/1	25-Feb-2009 7/1764-38 CL	
	Goods: Pharr Goods: Pharr the rel and fe cough	Pharmaceutical prepara the relief of pain and fever; cough syrups cough suppressants	Jasses: 2 Goods: Pharmaceutical preparations; namely, elixins for the relief of pain and fever; cough syrups, cough expectorants and cough suppressants	or Rema rk s: and	: s :			
	Owner(s) 02623	Owner Name Mova Pharma	Owner Name Mova Pharmaceutical Corporation		Ó	Owner Reference		
MOVA & Design Country: Cuba	Agent: CU02 Classes: 5 Goods: Manufactes escarch pharmacc distributi	01764 SHL SHL EM 705765 jent CU02 Clarke Modet y Cia De Mexi s: 5 ls: Manufacturing of pharmaceutical produ research and development of pharmaceutical products, rearketing and distribution of pharmaceutical products	Agent CU02 Clarke Modet y Cia De Mexico S Agent CU02 Clarke Modet y Cia De Mexico S Sasses: 5 Goods: Manufacturing of pharmaceutical products, research and development of plarmaceutical products, rearreting and distribution of pharmaceutical products	=	ENDING 612/99 14-Apr-1999 OFGS No: 1764-0058 Remarks:	File#: T/	14-Apr-2009 171764-58	0
	Owner(s) 02623	Owner Name Mova Pharmad	Owner Name Mova Pharmaceutical Corporation		0	Owner Reference		

Mova Pharmaceutical Corporation

Owner Name

Owner(s)

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Monday, September 11, 2000			Trademark List	st				Page: 19
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	Rirst Use Date
MOVA & Design Country: Houg Kong	O1764 P Agent: HK07 Classes: 5 Goods: Manufac	764 PSS SHL EM T057 t: HK07 Lloyd Wise Manufacturing of pharmaceut	Agent: HK07 Lloyd Wise Agent: HK07 Lloyd Wise Jasses: 5 Goods: Manufacturing of pharmaceutical products,	PENDING OFGS No: Remarks:	ENDING 99 04998 21-Apr-1999 OFGS No: 1764-0059 Remarks:	File#: TVS7	21-Apr-2006	
	distrit distrit Owner(s)	distribution of pharmacentical products S Owner Name Mova Pharmaceutical Corpora	distribution of pharmacentical products S Owner Name Mova Pharmaceutical Corporation		0 m	Owner Reference		
MOVA & Design Country: Italy	O1764 Agent: 1T06 Classes: 5 Goods: Pharma	O1764 SHL SHL EM T02797 Agent: IT06 Studio Ing. C. Gregotj Classes: 5 Goods: Pharmaceutical preparation	l T02797 0 C. Gregotj	REGISTERE OFGS No: Remarks:	REGISTERE MI91 C007089 02-Oct-1991 OFGS No: 1764-0012 Remarks:	626586 21-Jun-1994 File#: ITA	02-Oct-2001 ITM-TM-12459	
	Owner(s) 02623	Owner Name Mova Pharmac	Owner Name Mova Pharmaceutical Corporation		0w	Owner Reference		

Monday, September 11, 2000			Trademark List	st				Page: 20
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	Rirst Use Date
MOVA & Design	01764	PSS SHL EM T05765	T05765 0	MAILED				
Comtry: Spain	Agent: ES:	Agent: ES12 Clarke, Modet & Company sses: 5	et & Company	OFGS 1	OFGS No: 1764-0060	11.17 Tile#: T/17	T/1764-60)	
	Goods: Manufacturic research and pharmaceutic distribution o	Manufacturing of pharmaceutical produc research and development of pharmaceutical products, marketing and distribution of pharmaceutical products	ng of pharmacentical products, development of careful and products, marketing and of pharmacentical products	Remarks:	rk s:			
	Owner(s)	Owner Name			Ow	Owner Reference		
	02623	Mova Pharma	Mova Pharmaccutical Corporation					
MOVA & Design Country: United Kingdom	01764 Agent: GB Classes: 5 Goods: Phare	Agent: GB27 Reddie & Grose Isses: 5	Agent: GB27 Reddie & Grose Jasses: 5 Goods: Pharmaceutical preparation and substances	REGISTERE OFGS No: Remarks:	REGISTERE 1478292 01-Oct-1991 OFGS No: 1764-0011 Remarks:	1478292 23-Jul-1993 File#: GB	08-Apr-2008 GB M-TM-12459	
	Ovner(s) 02623	Owner Name Mova Pharmac	Owner Name Mova Pharmaceutical Corporation		Ň	Owner Reference		

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Monday, September 11, 2600			Trademark List	st				Page: 21
	Client				Application	Registration	Renewal	First Use
Trademark Name		Attorney(s)	Case Number	Status	Number/Filing	Number/Dafe	Date	Date
MOVA & Design	01764	PSS SHL EM T05765	T05765 0	Registered	2194982	2194982	19-Apr-2009	
Country: United Kingdom	Agent: GB18	18 Gill Jennings & Every	& Every		19-Apr-1999	07-Apr-2000		
	Classès: 5			OPGS N	OFGS No: 1764-0070	File#: T/!	T/1764-70	
	Goods: Mam resea phar	Manufacturing of pharmaceutical productivesearch and development of pharmaceutical products, marketing and	Goods: Manufacturing of pharmaccutical products, research and development of pharmaceutical products, marketing and	Remarks:	igi.			
	distri	distribution of pharmaceutical products	catical products					
	Owner(s)	Owner Naute		•	MO	Owner Reference		
	02623	Mova Pharma	Mova Pharmaceutical Corporation					
MOVA & Design	01764	SHL SILL EM T02797	T02797 0	REGISTE	REGISTERE 74/155,188	1,711,097	01-Sep-2002	
Country: United States of America					08-Apr-1991	661-		
	Classes: 5	•		OFGS	OFGS No: 1764-0004	File#: M-	M-1M-12459	
	Goods: Phan the n fever coug	Pharmaccutical prepara the relief of pain and fever; cough syrups, cough suppres- sants	Goods: Pharmaceutical preparations; namely, elixies for the relief of pain and fever; cough syrups, cough expectorants and cough suppress ants	or Remarks: d	ž			
	Owner(s)	Owner Name			ð	Owner Reference		
	02623	Моча Рһаппа	Mova Pharmaceutical Corporation					

Monday, September 11, 2600			Trademark List	ist				Page: 12
	Client				Application	Registration	Renewal	First Use
Trademark Name		Attorney(s)	Case Number	Stadus	Number/Filing	Number/Date	Date	Date
MOVA & Design	01764	SHL SHL EM T05765	T05765 0	PENDING	75,575,579			
Country: United States of America					21-Oct-1998			
•	Classes: 40			OFGS N	OFGS No: 1764-0031	File#: T/I	T/1764-31	
	Goods: Manu resear	Manufacturing of pharmaceur research and development of	Goods: Manufacturing of pharmaceutical products, research and development of	Remarks	6 9			
	putara distrik	pnarmaceuteat products, trainestang actudistribution of pharmaceutical products	s, iidi ke ing and eutical products					
	Owner(s)	Очиег Мать			0 w	Owner Reference		
	02623	Моуд Ръзпияс	Mova Pharmaceutical Corporation					
MOVA Device	01764	SHL PSS EM T05766	T05766 0	Published	001152040		19-Apr-2009	
Country: European Community	Agent: EU25	25 Markgraaf			19-Apr-1999			
•	Classes: 5, 42			OFGSN	OFGS No: 1764-0046	File#: T/l	T/1764-46	
	Goods: Int. Class 2	lass 5 :		Remarks:	4			
	Pharn	Pharmaceutical preparations.	ctions.					
	Int. C	Int. Class 42:	colina o seesada se se secondo					
	research	ich zou gevelopin ets	research and development of promoted the products					
	Owner(s)	Owner Name			uO O	Owner Reference		
	02623	Mova Pharmac	Mova Pharmacentical Corporation					

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Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Eiling	Registracion Number/Date	Renewal Date	First Use
ORBIX Country: United States of America	01764	PSS PSS EM T06191	T06191 0	PENDING	75/772,986			
	Classes: 5, 40, 42, 3 Goods: In!l Class 5	Nasses: 5, 40, 42, 35 Goods: Intl Class 5: Pharmaceuticals	uŭcals	OFGS No: Remarks:	- 1	File#; T/17	T/1764-73	
	Int'l (pharr	Int'l Class 33: Marketing and distributing pharmaceutical products for other	g and distributing s for other					
	Int') (pharr	Infl Class 40: Costom manufacture pharmaceutical products for others	 Costom manufacture of ical products for others 					
	Int'l (lass 42: Managed	Int'l Class 42: Manayed health care services					
	Owner(s) 03205	Owner Name Orbix Healthcare Corporation	re Corporation		Омл	Owner Reference		
PENTOPAK	01764	PSS PSS EM	T06204 0	PENDING	75/776,818			
Country: United States of America					16-Aug-1999			
	Classes: 5			OFGS N	OFCS No: 1764-0035	File#: T/1764-35	4-35	
	Goods: Pharm heart o	Pharmaceutical preparati beart disease	Goods: Pharmaceutical preparations for the treatment of heart disease	of Remarks:				
	Ovner(s) 03258	Owner Name Zoetica Pharma	Owner Name Zoetica Pharmaceutical Corporation		Очи	Owner Reference		

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M. J. S. Sectomber 11 2000			Trademark List					rage: 44
Munikay, acpienter 1x, 100	Cilent			ļ	Application	Registration Number/Date	Renewal Date	First Use Date
Trademark Name		Attorney(s)	Case Number	Status Ive	IIIVEI / E. HANG			
PHENATAN	01764	PSS PSS EM	T06051 0	PENDING	75/731,627			
Country: United States of America				OPGS No: 1764-0066	1764-0066	File#: T/17	T/1764-56	
	Goods: Antibi	stamine/nasal dec	Jasses. Jo Goods: Antihistamine/nasal decongestant combination	Remarks:				
	Owner(s)	Owner Name			Own	Owner Reference		
	02623	Mova Pharmac	Mova Pharmaceutical Corporation				į	
	1,000	DOG DOG EM	Tn6659 0	Registered	75,731,628	2,329,956	14-Mar-2010	
TRI-GESTAN	10	FSS FSS EM		0	18-Jun-1999	14-Mar-2000		
Country: United States of America	Classes: 30 Goods: Antib	istamine/nasal dec	Classes: 30 Goods: Antihistamine/nasal decongestant combination		OFGS No: 1764-0067 Remarks:	File#: T/1	T/1764-67	
	Owner(s)	Owner Name			àO	Owner Reference		
	02623	Mova Pharma	Mova Pharmaceutical Corporation					
YOUR RIGHT HAND IN OUTSOURCING 01764	RCING 01764	CPL CPL EM T50429	T50429 0	Pending	76/045,760 11-May-2000			01-Mar-2000
Constry: United States of America	Classes: 40 Goods: Int. Class 40: Manufacture or der and succ	40 Int. Class 40 : Manufacture of pharmaceutical p	40 Int. Class 40 : Manufacture of pharmacentical products to the			File#: T/1	TN 1764-77	
	Owner(s)	Owner Name	a)		ő	Owner Reference		
	02623	Моча Рьагия	Mova Pharmaccutical Corporation					

118	1,						
Page: 25 First Use Date							
Renewal Date	T/(764-36 ITU		2(070)	,			
Registration Number/Date	File#: 17/17c		: 171764-32 (JTU)		T/1764-62	9.	
2 C	. 86	Onner Reference	756 1999 12 Rile#;	Owner Reference	99 File#:	Owner Reference	
ist Application Status Number/Fill Published 75/671 78	31-Mar-19 OFGS No: 1764-0036 Remarks:	!	31-Mar-1999 OFGS No: 1764-0032 Remarks:		³ Uspended 75/776,817 16-Aug-1999 OFGS No: 1764-0062 Remarks:		
rk L		PEN	OPGS Rem		0,		
Tradema Case Number	for a line of pharmaccutical for human usc	entical Corpor	armaceutica/	Corporati	Bceutica]	Corporation	
Attorney(s) Case N. SHL PSS EM 105972	ark for a line of ph ons for human use	Owner Name Zoctica Pharmaceutical Corporation SHL PSS EM 705971	Classes: 5 Goods: House mark for a line of pharmaceutical preparation for human use	Owner Name Zoetica Pharmaceutical S PSS EM T06203	Classes: 5 Goods: House mark for a line of pharmaceutical Preparations for human use	Owner Name Zoetica Pharmaccutical Corporation	
Cllent 01764	Goods: House mark Preparations	24 24 26 27 28	:: 5 : House mark preparation f	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	5 House mark for a line of ph Preparations for buman use	Owner Name Zoetica Pharma	,
- 11	5 0	03258	Classes: 5 Goods: Ho pre	Owner(s) 20ETICA SCIENCE FOR LIVING AND D 01764 Country: United States of America	_	Owner(s) 03258	
Trademark Name 20ETICA Country: United States of America		ZOETICA & DESIGN Country: United States of America		ZOETICA SCIENCE FOR LIVING Country: United States of America			
Trademark Name 20ETICA Country: United State		ZOETICA & DESIGN County: United States		TICA SCIENC			
		17 0		20E	TRADEI	WARK ;	

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