

12-05-2000



101536724

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

## 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  Effective Date  
Month Day Year
- ☐ Change of Name
- ☐ Other

### Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

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

### Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

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

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.)

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)**

75/641758		

**Registration Number(s)**


**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 **MOVA LABORATORIES, INC.**, a Puerto Rico corporation, duly organized and validly existing under the laws of the Commonwealth for Puerto Rico ("Debtor"), with offices at 5 Cedar Brook Drive, Cranbury, New Jersey 08512, 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

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 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,

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.

(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. 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:

MOVA LABORATORIES, INC.  
5 Cedar Brook Drive  
Cranbury, New Jersey 08512

Attn: Mr. Joaquín B. Viso Alonso  
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.

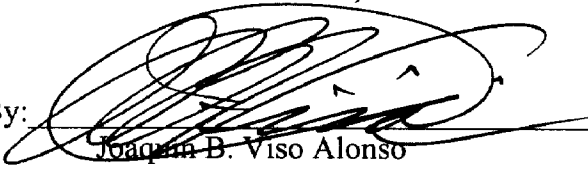
(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(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.

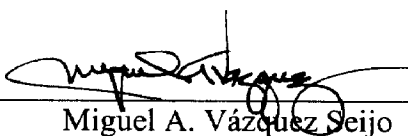
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly 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.

**MOVA LABORATORIES, INC.**

By:   
Joaquin B. Viso Alonso  
Chief Executive Officer

**CONGRESS CREDIT CORPORATION**

By:   
Miguel A. Vázquez Seijo  
President

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

Affidavit No. 9397

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 22<sup>nd</sup> day of September, 2000 at San Juan, Puerto Rico.

  
\_\_\_\_\_  
NOTARY PUBLIC

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

Affidavit No. 9398

Sworn and subscribed to before me by Joaquín B. Viso Alonso, of legal age, married, executive and resident of Guaynabo, Puerto Rico, as Chief Executive Officer of MOVA LABORATORIES, INC., personally known to me at San Juan, Puerto Rico, this 22<sup>nd</sup> day of September, 2000.

  
\_\_\_\_\_  
NOTARY PUBLIC

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

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

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
------------------	--------------------------------	------------------------------	----------------------------

<b>Trademark Application</b>	<b>Application/Serial Number</b>	<b>Application Date</b>
----------------------------------	--------------------------------------	-----------------------------

MALE LIFE MORE LIVABLE	75/671,758	03/31/99
------------------------	------------	----------

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

**LIST OF LICENSES  
(UNITED STATES)**

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

Goods: managed health care services

custom manufacture of pharmaceutical products  
for others

marketing and distributing pharmaceutical  
products for others

pharmaceuticals

ORGS No: 1764-0074

File#: T/1764-74 ITU

Remarks:

Owner(s)

03118

Owner Name

Alara Healthcare Corporation

Owner Reference



OSTROLENK, FABER

005.

Monday, September 11, 2000

Trademark Name

ALARA and Design

Country: United States of America

# Trademark List

Client

Attorney(s)

01764 PSS PSS EM T50172

Application Number/Filing

Registration Number/Date

Renewal Date

Page: 2

First Use Date

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)

03118

Owner Name

Alara Healthcare Corporation

Owner Reference

File#: T/1764-75

ORGS No: 1764-0075

Remarks:

75/904,352

27-Jan-2000

0 Pending

TRADEMARK

REEL: 002187 FRAME: 0378

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				OFCS No: 1764-0071	File#:	T/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				OFCS No: 1764-0065	File#:	T/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				OFCS No: 1764-0076	File#: T/1764-76		
Goods: Int. Class 40 : Manufacture of pharmaceutical products to the order and specification of others.				Remarks:			
<u>Owner(s)</u>	<u>Owner Name</u>				<u>Owner Reference</u>		
02623	Mova Pharmaceutical Corporation						

Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
RE LIVEABLE es of America	PSS PSS EM	T05973	0 Published	75/671,758 31-Mar-1999			
Classes: 5				OFCS No: 1764-0033	File#: T/1764-33 ITU		
Goods: Pharmaceutical preparation for the treatment of diabetes and heart disease				Remarks:			
<u>Owner(s)</u>	<u>Owner Name</u>				<u>Owner Reference</u>		
03197	Mova Laboratories, Inc.						

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: 5
Miscellaneous Design Country: China	01764	SHL SHL EM	T05766	0	Published	9900041237			
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									
						OFGS No: 1764-0047	File#: T/1764-47		
						Remarks:			

Owner(s)

Owner Name

02623

Mova Pharmaceutical Corporation

Owner Reference

MISCELLANEOUS DESIGN

Country: Cuba

01764	SHL SHL EM	T02795	0	PENDING	298/99				
Agent: CU02 Clarke Model 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									
						OFGS No: 1764-0044	File#: T/1764-44 CU		
						Remarks:			

Owner(s)

Owner Name

02623

Mova Pharmaceutical Corporation

Owner Reference

# Trademark List

Page: 6

Client

Trademark Name

Country: Cuba

Miscellaneous Design

Attorney(s)

Case Number

Status

Application Number/Filing

Registration Number/Date

Renewal Date

First Use Date

01764 SHL SHL EM T05766

Agent: CU02 Clarke Model y Cia De Mexico S

Classes: 5

Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products

0 PENDING 610/99

14-Apr-1999

OFCS No: 1764-0048

Remarks:

File#: T/1764-48

14-Apr-2009

Owner(s)

02623

Owner Name

Mova Pharmaceutical Corporation

Owner Reference

MISCELLANEOUS DESIGN

Country: Hong Kong

01764 SHL SHL EM T02795

Agent HK07 Lloyd Wise

Classes: 5

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

0 Published 9902161

23-Feb-2006

23-Feb-1999

OFCS No: 1764-0045

Remarks:

File#: T/1764-45 HK

Owner(s)

02623

Owner Name

Mova Pharmaceutical Corporation

Owner Reference

TRADEMARK

REEL: 002187 FRAME: 0382

Page: 7

## 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	PSS PSS EM	T05766	0	Published	99 04997	21-Apr-2006	
----------------------	-------	------------	--------	---	-----------	----------	-------------	--

Country: Hong Kong	Agent: HK07	Lloyd Wise				21-Apr-1999		
--------------------	-------------	------------	--	--	--	-------------	--	--

Classes: 5

Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products

OFCS No: 1764-0049 Filed: T/1764-49

Remarks:

Owner(s)	Owner Name	Owner Reference
----------	------------	-----------------

02623	Mova Pharmaceutical Corporation	
-------	---------------------------------	--

MISCELLANEOUS DESIGN

01764	SHL SHL EM	T02795	0	REGISTERE	M19IC 007088	626585	02-Oct-2001
-------	------------	--------	---	-----------	--------------	--------	-------------

Country: Italy

Agent: IT06 Studio Ing. C. Gregorj

02-Oct-1991

21-Jun-1994

Classes: 5

Goods: Pharmaceutical preparations

OFCS No: 1764-0006 Filed: IT M-TM-12457

Remarks:

Owner(s)	Owner Name	Owner Reference
----------	------------	-----------------

02623	Mova Pharmaceutical Corporation	
-------	---------------------------------	--

MISCELLANEOUS DESIGN

01764	SHL SHL EM	T02795	0	REGISTERE	1658655	1658655	30-Sep-2001
-------	------------	--------	---	-----------	---------	---------	-------------

Country: Spain

Agent: ES04 E. Gonzalez Vacas

30-Sep-1991

ES M-TM-12457

Classes: 5

Goods: Pharmaceutical preparations

OFCS No: 1764-0007 Filed:

Remarks:

Owner(s)	Owner Name	Owner Reference
----------	------------	-----------------

02623	Mova Pharmaceutical Corporation	
-------	---------------------------------	--

TRADEMARK

REEL: 002187 FRAME: 0383

Monday, September 11, 2000

# Trademark List

Page: 8

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Label	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#: T0764-50		
	Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products				Remarks:			

## Owner(s)

Owner Reference

02623 Movia Pharmaceutical Corporation

## Owner(s)

Owner Name

02623 Movia Pharmaceutical Corporation

MISCELLANEOUS DESIGN

Country: United Kingdom

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

## Owner(s)

Owner Name

02623 Movia Pharmaceutical Corporation

Owner Reference

# Trademark List

Page: 9

Monday, September 11, 2000

Trademark Name

Client

Attorney(s)

Case Number

Status

Application  
Number/Filing

Registration  
Number/Date

Renewal  
Date

First Use  
Date

01764 SHL PSS EM T05766  
Agent: GB18 Gill Jennings & Every  
Classes: 5  
Goods: Manufacturing of pharmaceutical products,  
research and development of  
pharmaceutical products, marketing and  
distribution of pharmaceutical products

0 Registered 2194984  
19-Apr-1999  
OFPS No: 1764-0069  
Filed: T/1764-69

19-Apr-2009

Owner(s)

Owner Name

02623

Mova Pharmaceutical Corporation

Owner Reference

MISCELLANEOUS DESIGN

Country: United States of America

01764 SHL SHL EM T02795

0 REGISTRE 74/155,186

Classes: 5

Goods: Pharmaceutical preparations

1,711,095 01-Sep-2002

08-Apr-1991 01-Sep-1992

OFPS No: 1764-0002

Remarks:  
File#: M-TM-12457

Owner(s)

Owner Name

02623

Mova Pharmaceutical Corporation

Owner Reference

TRADEMARK

REEL: 002187 FRAME: 0385



Monday, September 11, 2000

## Trademark List

Page: 10

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 75/575,599

Country: United States of America

21-Oct-1998

Classes: 40

File#: T/1764-30

Goods: Manufacturing of pharmaceutical products,

research and development of

pharmaceutical products, marketing and

distribution of pharmaceutical products.

Remarks:

OFCS No: 1764-0030

Owner(s)

Owner Reference

Owner Name

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

File#: T/1764-52

Goods: Manufacturing of pharmaceutical products,

research and development of

pharmaceutical products, marketing and

distribution of pharmaceutical products

Remarks:

OFCS No: 1764-0052

Owner(s)

Owner Reference

Owner Name

02623 Mova Pharmaceutical Corporation

TRADEMARK

REEL: 002187 FRAME: 0386

Monday, September 11, 2000

# Trademark List

Page: 11

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 297/99		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(s)

Owner Name

Mova Pharmaceutical Corporation

02623

Owner Reference

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(s)

Owner Name

Mova Pharmaceutical Corporation

02623

Owner Reference

Monday, September 11, 2000						
Trademark List						
Page: 12						
Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date
MOVA	01764	PSS SHL EM	T05767	0	PENDING	001151430
Country: European Community	Agent: EU25	Markgraaf			21-Apr-1999	
					OFCS 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
Country: Hong Kong	Agent: HK07	Lloyd Wise			21-Feb-1999	
	Classes: 5				OFCS 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				

Monday, September 11, 2006

## Trademark List

Page: 13

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(s)      Owner Name      Owner Reference

02623      Mova Pharmaceutical Corporation

MOVA	01764	CPL SHL EM	T02796	0	REGISTERE	MI9IC 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#:	ITM-TM-12458	
	Goods: Pharmaceutical preparations				Remarks:			

Owner(s)      Owner Name      Owner Reference

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

Country: Spain

01764 SHL SHL EM T05767 0 MAILED 7

Agent: ES12 Clarke, Modet &amp; Company

Classes: 5

Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products

OPCS No: 1764-0055 File#: T/1764-55

Remarks:

Owner Reference

Owner(s)

Owner Name

02623 Movia Pharmaceutical Corporation

MOVA

Country: United Kingdom

01764 SHL SHL EM T02796 0 REGISTERED 1478355

Agent: GB27 Reddie &amp; Grose

Classes: 5

Goods: Pharmaceutical preparations and substances

08-Apr-2008

04-Dec-1992

File#: GB M-TM-12458

OPCS No: 1764-0008

Remarks:

Owner Reference

Owner(s)

Owner Name

02623 Movia Pharmaceutical Corporation

## Trademark List

First Use  
DateRenewal  
DateRegistration  
Number/DateApplication  
Number/Filing

Status

Case Number

Attorney(s)

Client

Trademark Name

MOVA

Country: United Kingdom

01764 SHL PSS EM T05767 0 PENDING 2194986

Agent: GB18 Gill Jennings &amp; Every

21-Apr-1999

Classes: 5

OFGS No: 1764-0068 File#: T/1764-68

Remarks:

Goods: Manufacturing of pharmaceutical products;  
research and development  
of pharmaceutical products, marketing and  
distribution of pharmaceutical  
products

Owner(s)

Owner Name

Owner Reference

02623

Mova Pharmaceutical Corporation

MOVA

Country: United States of America

01764 SHL SHL EM T02796 0 REGISTERE 74/155,187 1,711,096 01-Sep-2002

08-Apr-1991 01-Sep-1992

Classes: 5

OFGS No: 1764-0003 File#: M-TM-12458

Remarks:

Goods: Pharmaceutical preparations

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	Renewal Date	First Use Date
MOVA	01764	SHL SHL EM	T05767	0 PENDING	75/575,580			
Country: United States of America					21-Oct-1998			
	Classes: 40				OFCS No: 1764-0029	File#:	T/1764-29	
	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 &amp; Design

01764 SHL SHL EM T05765 0 Pending 9900041239

Country: China

Agent: CN02 China Patent Agent (H.K.) Ltd.

21-Apr-1999

Classes: 5

Goods: Manufacturing of pharmaceutical products, research and development of pharmaceutical products, marketing and distribution of pharmaceutical products

OFCS No: 1764-0057 File#:

T/1764-57

Remarks:

Owner(s)

Owner Name

Owner Reference

02623 MOVA Pharmaceutical Corporation

TRADEMARK

REEL: 002187 FRAME: 0392

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 & 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:			

## Owner Reference

**Owner(s)**  
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:			

## Owner Reference

**Owner(s)**  
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

MOVA & Design 01764 SHL PSS EM T05765 0 Published 001151414 19-Apr-1999 19-Apr-2009  
Country: European Community Agent: EU25 Markgraaf OFGS No: 1764-0056 File#: T/1764-56

Goods: Remarks:

Owner(s) Owner Name Owner Reference  
02623 Mova Pharmaceutical Corporation

MOVA & Design 01764 SHL PSS EM T02797 0 Pending 9902162 23-Feb-1999  
Country: Hong Kong Agent: HK07 Lloyd Wise OFGS No: 1764-0039 File#: T/1764-39 HK

Classes: 5 Remarks:

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

Owner(s) Owner Name Owner Reference  
02623 Mova Pharmaceutical Corporation

Page: 19

## 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	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 Reference

Owner(s)      Owner Name  
02623      Mova Pharmaceutical Corporation

MOVA & Design	01764	SHL SHL EM	T02797	0	REGISTERS MI91C007089	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 Reference

Owner(s)      Owner Name  
02623      Mova Pharmaceutical Corporation

Page: 20

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 & Design	01764	PSS SHL EM	T05765	0	MAILED			
Country: Spain	Agent: ES12	Clarke, Modet & Company				ORGS No: 1764-0060	File#: T/1764-60	
	Classes: 5							
	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      Movva Pharmaceutical Corporation

MOVA & Design	01764	SHL SHL EM	T02797	0	REGISTERE	1478292	1478292	08-Apr-2008
Country: United Kingdom	Agent: GB27	Reddie & Grose				01-Oct-1991	23-Jul-1993	
	Classes: 5					ORGS No: 1764-0011	File#: GB M-TM-12459	
	Goods: Pharmaceutical preparation and substances							
	Remarks:							

## Owner Reference

Owner(s)      Owner Name

02623      Movva 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	2194982	19-Apr-2009	
Country: United Kingdom		Agent: GB18 Gill Jennings & Every			19-Apr-1999	07-Apr-2000		
		Classes: 5			OHGS No: 1764-0070	File#: 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 Movia Pharmaceutical Corporation

MOVA & Design	01764 SHL SHL EM T02797	0	REGISTERED	74/155,188	1,711,097	01-Sep-2002
Country: United States of America				08-Apr-1991	01-Sep-1992	
	Classes: 5			OHGS No: 1764-0004	File#: 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 Movia Pharmaceutical Corporation

Page: 22

## 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	SHL SHL EM	T05765	0	PENDING	75/575,579		
Country: United States of America						21-Oct-1998		
Classes: 40						ORCS No: 1764-0031	File#:	T/1764-31
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 Device	01764	SHL PSS EM	T05766	0	Published	001152040		19-Apr-2009
Country: European Community		Agent: EU25	Markgraf			19-Apr-1999		
		Classes: 5, 42				ORCS No: 1764-0046	File#:	T/1764-46
		Goods: Int. Class 5:						
		Pharmaceutical preparations.						

Int. Class 42:  
Research and development of pharmaceutical products

## Owner Reference

Owner(s) Owner Name

02623 Movia Pharmaceutical Corporation

Monday, September 11, 2000

## Trademark List

Page: 23

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
ORBIX	01764	PSS PSS EM	T06191	0 PENDING	75/772,986			
Country: United States of America								
Classes: 5, 40, 42, 35								
Goods: Int'l Class 5: Pharmaceuticals								
Int'l Class 35: Marketing and distributing pharmaceutical products for other								
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>						
03205	Orbix Healthcare Corporation							
PENTOPAK								
01764	PSS PSS EM	T06204	0 PENDING	75/776,818				
Country: United States of America								
Classes: 5								
Goods: Pharmaceutical preparations for the treatment of heart disease								
<u>Owner(s)</u>	<u>Owner Name</u>	<u>Owner Reference</u>						
03258	Zoetis Pharmaceutical Corporation							

Monday, September 11, 2000 **Trademark List** Page: 24

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal 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:			

**Owner(s)**

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:		

**Owner(s)**

Owner Name

02623 Mova Pharmaceutical Corporation

Owner Reference

YOUR RIGHT HAND IN OUTSOURCING	01764	CPL CPL EM	T50429	0	Pending 76/045,760		
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:		

**Owner(s)**

Owner Name

02623 Mova Pharmaceutical Corporation

Owner Reference

TRADEMARK

REEL: 002187 FRAME: 0400

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								
Remarks: OFGS No: 1764-0036								
Owner(s) Owner Name Owner Reference								
03258 Zoetica Pharmaceutical Corporation								

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number/Filing	Registration Number/Date	Renewal Date	First Use Date
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								
Remarks: OFGS No: 1764-0032								
Owner(s) Owner Name Owner Reference								
03258 Zoetica Pharmaceutical Corporation								

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 75/776,817 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								
Remarks: OFGS No: 1764-0062								
Owner(s) Owner Name Owner Reference								
03258 Zoetica Pharmaceutical Corporation								