

12-06-2000



101540726

**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 11-16-00

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 NUMARK LABORATORIES, INC. Execution Date
Month Day Year _____

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization NEW JERSEY

Receiving Party Mark if additional names of receiving parties attached

Name LEE PHARMACEUTICALS, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1434 Santa Anita Avenue

Address (line 2) _____

Address (line 3) SOUTH EL MONTE CALIFORNIA 91733
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization CALIFORNIA

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

603-652-9515

Name

WILLIAM MCNEIR RICHMOND, ESQ.

Address (line 1)

P.O. Box 889

Address (line 2)

MILTON, NEW HAMPSHIRE 03851-0889

Address (line 3)

Address (line 4)

Pages

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

#

20

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

0902507

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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.

Ronald G Lee

Name of Person Signing

Ronald G Lee

Signature

11/8/00

Date Signed

TRADEMARK ASSIGNMENT

This Assignment is made on this 23rd day of November, 1998, by Menley & James, Inc. and Menley & James Laboratories, Inc., both Delaware corporations (collectively, "Assignor"), for the benefit of Numark Laboratories, Inc., a New Jersey corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated August 21, 1998, as amended by Amendment No. 1 dated October 13, 1998, and Amendment No. 2 dated November 11, 1998, between Assignor and Assignee ("Agreement"), Assignor agreed to assign to Assignee certain trademarks described in Schedule 1 in consideration of certain payments by Assignee to Assignor (as more fully described in the Agreement); and

WHEREAS, Assignor and Assignee desire to confirm such transfer pursuant to this Assignment.

NOW, THEREFORE, in consideration of the receipt of the payments described above and for other good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property (as defined in the Agreement), including the trademarks listed in Schedule 1, together with the goodwill associated therewith and symbolized thereby, and the registrations thereof and applications therefor, including the right to sue for past infringement, if there may be any (collectively, the "Property").

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, as appropriate, to record Assignee as the owner of and/or to issue in accordance with this instrument all registrations of the Property and all applications for any of the same, which are assigned to Assignee by this instrument.

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of New York.

This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement shall survive the execution and delivery of this Assignment.

This Assignment is subject in all events to the terms and conditions of the Agreement. In the event of a conflict or inconsistency between this Assignment and the Agreement, the terms of the Agreement shall prevail.


The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and are for the sole benefit of the parties hereto and their respective successors and permitted assigns. Such covenants and agreements shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.

This Assignment may be executed in two or more counterparts and by facsimile, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.


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IN WITNESS WHEREOF, the undersigned has duly executed this Assignment on the date first-above written.

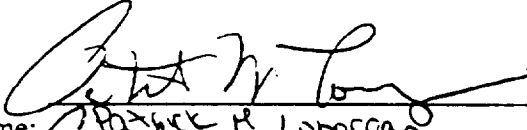
**MENLEY & JAMES LABORATORIES,
INC.**

By: 
Lawrence D. White
President

MENLEY & JAMES, INC.

By: 
Lawrence D. White
President

NUMARK LABORATORIES, INC.

By: 
Name: Alexander R. Loran
Title: President

STATE OF PENNSYLVANIA

:
:
:

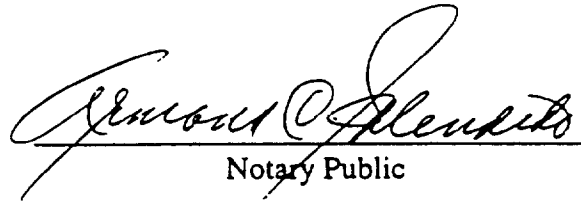
SS

COUNTY OF MONTGOMERY

On this 23 day of November, 1998, personally appeared

LAWRENCE WHITE, to me known and known to me to be the PRESIDENT of

Menley & James Laboratories, Inc., and acknowledged that he executed the foregoing Assignment on behalf of Menley & James Laboratories, Inc. pursuant to due authority.


Notary Public

My commission expires: February 26, 2001

(Notarial Seal)

Notarial Seal
Armand C. Splendo, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Feb. 26, 2001

Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA

:
:
:

SS

COUNTY OF MONTGOMERY

On this 23rd day of November, 1998, personally appeared

Lawson White, to me known and known to me to be the President of

Menley & James, Inc., and acknowledged that he executed the foregoing Assignment on behalf of Menley & James, Inc. pursuant to due authority.

Loretta E. Kilgore
Notary Public

My commission expires:

NOTARIAL SEAL
LORETTA E. KILGORE, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 4, 1999

(Notarial Seal)

STATE OF NEW YORK :
COUNTY OF NEW YORK : SS

On this 23rd day of November, 1998, personally appeared
PATRICK LONGAN to me known and known to me to be the PRESIDENT of
Numark Laboratories, Inc., and acknowledged that he executed the foregoing Assignment
on behalf of Numark Laboratories, Inc. pursuant to due authority.

Deborah A. Benish
Notary Public

My commission expires: _____

(Notarial Seal)

DEBORAH A. BENISH
Notary Public, State of New York
No. 01BE5031880
Qualified in Orange County
Certificate Filed in New York County
Commission Expires August 15, 2000

MARK	REGISTRATION	REGISTRATION	COUNTRY
ACNOMEL	433,983	11/4/47	U.S.
DUO	520,283	1/24/50	U.S.
AMITONE	558,444	5/6/52	U.S.
TROPHITE (Stylized)	559,269	5/27/52	U.S.
ALBOLENE (Stylized)	563,458	8/26/52	U.S.
PRETTY FEET	681,938	7/14/59	U.S.
PLATE-WELD	705,714	10/11/60	U.S.
ACRYLINE	711,938	2/28/61	U.S.
LIQUIPRIN	714,626	5/2/61	U.S.
VENTURE	826,501	3/28/67	U.S.
PLATE-WELD	834,833	9/5/67	U.S.
ORNEX	891,499	5/26/70	U.S.
BENZEDREX	896,775	8/18/70	U.S.
FEMIRON	902,507	11/17/70	U.S.
BENZEDREX	915,607	6/29/71	U.S.
ROSE MILK	946,443	10/31/72	U.S.

PHLEGAL: #609202 v1 (D22@011 WPD)

BILL OF SALE

THIS BILL OF SALE ('Bill of Sale'), made to be effective as of the 1st day of December, 1998, by and among NUMARK LABORATORIES, INC., a New Jersey corporation ("Seller") and LEE PHARMACEUTICALS, INC., a California corporation ("Purchaser").

Pursuant to an Asset Purchase Agreement dated December 1, 1998 (the "Agreement") among Seller and Purchaser, Seller has agreed to transfer and deliver to Purchaser as of the date hereof, all of the Assets (as defined below). Capitalized terms used in this Bill of Sale and not defined herein shall have the respective meanings assigned to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns and conveys to Purchaser, its successors and assigns forever, all of Seller's right, title and interest, legal or equitable, in and to the following assets (the "Assets"):

The Assets shall consist of the following:

- (1) All worldwide rights, title and interest, including the goodwill associated therewith, in the following product line (the "Products"), including any and all agreements (whether purchase, royalty, or license) (the "Ownership Agreements") relating to the ownership of the Products, and all "Intangibles" (as defined in Section 8(g) of the Agreement), related to the Products. The Products are Amitone, Beau Kreml, Femiron, Liquiprin, Rosemilk, Venture and Zonite.
- (2) The existing purchase orders for inventory and other product supplies, supplier and contract manufacturing agreements, written sales representatives and distributorship agreements, and customer agreements or arrangements of the Seller and/or Menley & James Laboratories, Inc. ("M&J") relating to the Products (the

"Contracts"), all as set forth on Exhibit "A" to the Agreement


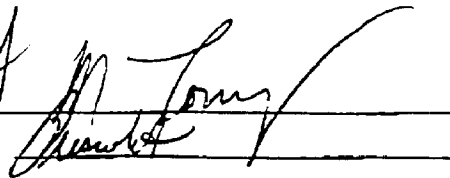
- (3) Copies of customer, supplier, sales representative and distributor lists, advertisements and ad sheets and records of Seller which Purchaser determines in good faith, prior to Closing, it needs to carry on the business currently being conducted by Seller with respect to the Assets
- (4) Any and all tools, dies, jig molds and other tangible personal property needed or used to manufacture the Products as set forth on Exhibit "B" to the Agreement, plus the miscellaneous equipment and supplies related to such equipment.
- (5) The Inventory of Seller related to the Products (as defined in Sections 8(i) and 15 of the Agreement)

To have and to hold, all of the foregoing Assets, unto Purchaser, its successors and assigns forever.

Seller will, from time to time, execute and deliver to Purchaser such additional documents, certificates and conveyances as Purchaser may reasonably require to accomplish or perfect the transfer of the Assets

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale to be executed as of the date first above written

NUMARK LABORATORIES, INC

By  _____
Title  _____

Agreed and accepted as of the date first above written by
LEE PHARMACEUTICALS, INC.

By: Ronald G Lee

Name: RONALD G LEE



TRADEMARK ASSIGNMENT

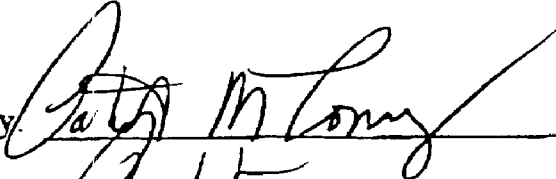
WHEREAS, NUMARK LABORATORIES., INC., a New Jersey corporation, with offices at P.O. Box 6321, Edison New Jersey 08818 ("ASSIGNOR"), is the owner of the registered trademarks and currently filed applications for registration listed on Schedule A attached hereto; and

WHEREAS, LEE PHARMACEUTICALS, INC., a California corporation with its principal place of business at 1434 Santa Anita Avenue, South El Monte, California 91733 ("ASSIGNEE"), is desirous of acquiring said registered trademarks and applications for registration;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR by these presents does hereby sell, assign, and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, all of the ASSIGNOR's right, title and interest in and to said registered trademarks and applications for registration, together with the goodwill of the business symbolized by said trademarks, along with the right to recover for any present or future infringements of aforesaid marks.

AGREED and executed as noted below.

NUMARK LABORATORIES, INC.

By 
Title: President

STATE OF NEW JERSEY)

) ss.

COUNTY OF MIDDLESEX)

On December 1, 1998 before me, PATRICK M LONEGAN, personally appeared

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that each executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

MARIA VIGNOLA
NOTARY PUBLIC STATE OF NEW JERSEY
COMMISSION EXPIRES JULY 1, 1999

Maria Vignola

SIGNATURE OF NOTARY

EXHIBIT "A"

Trademarks

Amitone

Beau Kreml

Femiron

Liquiprin

Rosemilk

Venture

Zonite

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Applicant: Lee Pharmaceuticals

Registration No. 0902507

Filing Date: December 6, 1967

Mark: FEMIRON

Dear Commissioner,

The Applicant respectfully requests that the Patent and Trademark Office assign Trademark Registration Number 0902507 to Lee Pharmaceuticals, Inc. (hereinafter "Lee Pharmaceuticals").

Attached please find evidence pursuant to 37 C.F.R. §2.20, that a valid transfer of legal title has occurred from W.K.W., Inc., (hereinafter "W.K.W."), the current listed owner of the above-mentioned trademark to Numark Laboratories, Inc., (hereinafter "Numark"), and finally to the applicant, Lee Pharmaceuticals.

Exhibit 1 is a contract entitled "Termination of Lien on Trademarks, Service Marks and Pending Applications." Exhibit 1 is only being provided as evidence for the purpose of showing that W.K.W., Inc. changed their company name to Menley & James Laboratories, Inc., (hereinafter "Menley & James"). (Please refer to Exhibit 1, pg. 1, ¶ 1).

The Applicant respectfully requests that the Patent and Trademark Office refer to Reel/Frame 1078/0349 noting the name Menley & James as the owner of the above-mentioned trademark, recorded on December 9, 1993.

Exhibit 2 is a contract between Menley & James and Numark, whereby Menley and James assigned the above-mentioned trademark to Numark. (Please refer to Exhibit 3, pg. 1, ¶ 1, 4, and 5; please also refer to Exhibit 3, pg. 7).

Exhibit 3 is a contract between Numark and Lee Pharmaceuticals, assigning the rights, title and interest and goodwill of the above-mentioned trademark to Lee Pharmaceuticals. (Please refer to Exhibit 4, pg. 1, ¶ 1, 2, 3, and 4).

Pursuant to 37 C.F.R. §3.31, to the best of the Applicant's knowledge and belief, any copy submitted is a true copy of the original document. The Applicant respectfully requests that the Patent and Trademark assign the above-mentioned trademark to Lee pharmaceuticals

DECLARATION

The undersigned, Ronald G. Lee, being hereby warned that false willful statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the assignment, declares that he is President of Applicant corporation and is authorized to make this declaration; that he believes said corporation to be the owner of the trademark sought to be assigned; that he is properly authorized to execute this Assignment on behalf of Applicant; and all statements made of his own knowledge and statements made on information and belief are believed to be true.

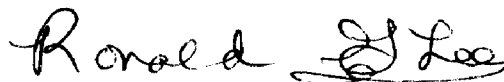
POWER OF ATTORNEY

Applicant Lee Pharmaceuticals appoints the firm William McNeir Richmond, P.C. and William McNeir Richmond, New Hampshire State Bar No. 11870 as its attorney with full power of substitution and revocation to prosecute this application, to transact all related business in the Patent and Trademark Office or the Courts, to rectify any act done by the last-named appointee in respect of the said application, and to receive the Certificate of Registration granted thereon. The appointment simultaneously revokes all previous powers of attorney.

Please send all further correspondence for this mark to:

William McNeir Richmond
William McNeir Richmond, P.C.
P.O. Box 889
Milton, New Hampshire 03851-0889
Phone: (603) 652-9515

Respectfully Submitted,



Ronald G. Lee
President of Lee Pharmaceuticals, Inc.
1434 Santa Anita Avenue
South El Monte, CA 91733
(626) 442-3141

Dated: November 5, 2000

TERMINATION OF LIEN ON TRADEMARKS,
SERVICE MARKS AND PENDING APPLICATIONS THEREFORE

WHEREAS, Menley & James Laboratories, Inc., a Delaware corporation, formerly W.K.W. Inc., a Delaware corporation (the "Debtor"), and MELLON BANK, N.A., a national banking association (the "Lender"), are parties to a Security Agreement dated as of May 29, 1990 (the "Agreement"), an Amended and Restated Security Agreement ("Amended Agreement") dated as of November 6, 1990, (collectively the Agreement and Amended Agreement shall be referred to as "Agreements"), and a Lien on Trademarks, Service Marks and Pending Applications Therefore dated as of November 2, 1990 (the "Assignment"),

WHEREAS, pursuant to the Agreements, the Debtor granted the Lender a security interest in the trademarks and the applications, registrations and recordings more particularly described on Schedule A annexed hereto (the "Trademarks"), together with any reissue, extension or renewal thereof, the goodwill of the business symbolized by the Trademarks, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (all of the foregoing, including the Trademarks, herein collectively referred to as the "Collateral"), to secure the payment, performance and observance of the "Obligations", as such term is defined in the Agreement;

WHEREAS, the Assignment, which constitutes a memorandum of the Agreements for recordation purposes, has been recorded with the United States Patent and Trademark Office on July 12,

1990 as document no. Reel 0726, Frames 0400, et seq. and on November 6, 1990 as document no. Reel 0740, Frames 559 through 569;

WHEREAS, the Obligations have been paid and performed and the Lender desires to release its interest in the Collateral and to terminate the Assignment;

NOW, THEREFORE, the Lender does hereby (1) release any and all right, title and interest in the Collateral granted to the Lender pursuant to the Agreements and the Assignment, and (2) consent to the termination and discharge of record of the Assignment.

IN WITNESS WHEREOF, the Lender has caused this Termination of Assignment to be duly executed by its officer thereunto duly authorized as of December 3, 1993.

MELLON BANK, N.A.

By: Richard B. Amington

Title: Vice President

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94048/0001

-2-

RECORDED: 11/16/2000

TRADEMARK
REEL: 002188 FRAME: 0954

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11/16/2000
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