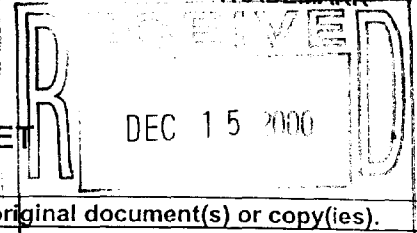


12-28-2000



101564952

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY



Handwritten: M.P. 12-15-00

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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name EXOREX COMPANY, LLC, THE

Execution Date
Month Day Year
6301999

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other LIMITED LIABILITY COMPANY
- Citizenship/State of Incorporation/Organization A DELAWARE LIMITED LIABILITY COMPANY

Receiving Party

Mark if additional names of receiving parties attached

Name BIOGLAN PHARMA, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 900 WEST VALLEY ROAD

Address (line 2) SUITE 400

Address (line 3) WAYNE
City

PENNSYLVANIA
State/Country

19087
Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

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

- Citizenship/State of Incorporation/Organization A DELAWARE CORPORATION

FOR OFFICE USE ONLY

12/28/2000 JJALLAH2 00000058 2049968

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40.00 00

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

TRADEMARK
REEL: 002201 FRAME: 0869

Domestic Representative Name and Address

Enter for the first Receiving Party only.

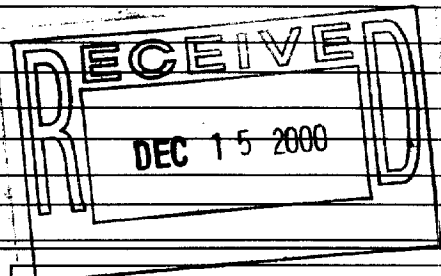
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

215-979-1000

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)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2049968"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Steven E. Koffs
Name of Person Signing

Steven E. Koffs
Signature

12-13-2000
Date Signed

ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT, is made as of this 30th day of June, 1999, between The Exorex Company, LLC, a Delaware limited liability company (hereinafter "Exorex"), with a principal place of business at 7 Great Valley Parkway, Suite 301, Malvern, Pennsylvania, 19355, and Bioglan Pharma, Inc., a Delaware corporation (hereinafter "US Bioglan"), with a principal place of business at 900 West Valley Road, Suite 400, Wayne, Pennsylvania 19087.

WHEREAS, Exorex is the owner certain rights in trademarks registered or pending in the United States Patent and Trademark Office (USPTO), as well as other registered or pending trademarks in countries other than the United States, all as more fully set forth in Exhibit A, attached hereto (hereinafter "Marks");

WHEREAS, Exorex has adopted, used and is using the Marks,

WHEREAS, Exorex has agreed to sell its entire right, title and interest in, to, and under the Marks, together with the good will of the business symbolized by said Marks, and the registrations thereof,

WHEREAS, US Bioglan is desirous of acquiring Exorex' right, title and interest in, to and under the Marks, together with the good will of the business symbolized by said Marks, and the registrations thereof.

NOW, THEREFORE, for good and valuable consideration, part of which includes the execution and delivery of an Asset Purchase Agreement, dated June 29, 1999, between Exorex and Bioglan Pharma Plc, pursuant to which Exorex is conveying certain other assets to US Bioglan, receipt of which is hereby acknowledged, Exorex does hereby sell, assign and transfer to US Bioglan its entire right, title, and interest in, to and under the Marks, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements or unauthorized use, and all rights corresponding thereto throughout the world, together with the good will of the business symbolized by such Marks and the registrations thereof, for US Bioglan's own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Exorex if this assignment and sale had not been made. Exorex further agrees to cooperate fully with US Bioglan in connection with the documentation and filing of all transfers of the Marks and shall provide all information and material reasonably requested by US Bioglan to accomplish such transfers and appropriate registration thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SELLER:
The Exorex Company, LLC

By: _____
Name:
Title:

3
3
3

~~BUYER:
Biogen Pharma, Inc.~~

By: _____
Name: TERRY I SADLER
Title: PRESIDENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SELLER:
The Exorex Company, LLC

By: _____

Name: MARK A. PRYGOCKI, SR.
Title:

31
3:
3

BUYER:
Bioglan Pharma, Inc.

By: _____

Name:
Title:

EXHIBIT A

Trademark

TRADEMARK	COUNTRY	REG. NO.	REG. DATE	CLASS & GOODS/ SERVICES
XOREX	US	2049968	4/1/97	Medicated lotions and topical gels for use in the treatment of psoriasis.