

02-02-2001

New Assignment

Reference No. 2833260496

1-30-01

RE



101602953

To the Honorable Commissioner of Patents & Trademarks

the attached original documents or copies thereof.

1. Name of conveying party(ies):  
PENWEST, LTD.

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporation-State: Washington

Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  
 Yes  No

Effective Date: October 20, 1997

2. Name and address of receiving party(ies):  
PENWEST PHARMACEUTICALS CO.

2981 Route 22  
Patterson, NY 12563

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation-State: Washington

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: October 20, 1997

Total Number of Pages in Conveyance Document  
Including Attachments: 7

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes  No
- (Designation must be a separate document from Assignment).

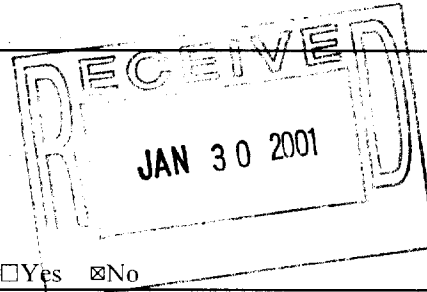
Additional name(s) & address(es) attached?  
 Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75287267

Additional numbers attached?  Yes  No



5. Mail correspondence to:

Michael R. Graham  
MARSHALL, O'TOOLE, GERSTEIN,  
MURRAY & BORUN  
6300 Sears Tower -- 233 South Wacker Drive  
Chicago, Illinois 60606  
(312) 474-6300

6. Total number of applications and registrations involved: 1

7. Attached is a check in the amount of \$40.00 the total fee due pursuant to 37 C.F.R. §3.41.

8. Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 C.F.R. §3.41, or credit any overpayment, to Deposit Account No. 13-2855. A copy of this Recordation Form Cover Sheet is enclosed.

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40.00

9. 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.

Michael R. Graham  
Name of Person Signing

Signature

1/24/01  
Date

Total number of pages comprising cover sheet: 8

MOGD007 #475035

TRADEMARK  
REEL: 002227 FRAME: 0728

## TRADEMARK ASSIGNMENT

**WHEREAS**, PENWEST, LTD., a Washington state corporation with a principal place of business at 777 108th Avenue N.E., Suite 2390, Bellevue, Washington 98009-1688 ("Assignor"), has adopted, is the sole and exclusive owner of, and is using, itself and through its subsidiaries and divisions, a TRIANGLE/MOUNTAIN DESIGN LOGO trademark ("the LOGO Mark"), a copy of which is attached as Exhibit A, in the United States and worldwide in connection with starch-based preparations and combinations of dextrose and corn syrup solids for use in manufacturing foods, paper, and pharmaceuticals; and

**WHEREAS**, Assignor owns the following two U.S. federal registrations for the LOGO Mark on the Principal Register of the United States Patent and Trademark Office:

| <u>Registration No.</u> | <u>Registration Date</u> | <u>Goods</u>  |
|-------------------------|--------------------------|---|
| 1,621,837               | November 13, 1990        | Starch-based preparation used for manufacturing paper and for a growth supplement for improving the yield of mushroom crops |
| 1,620,236               | October 30, 1990         | A combination of dextrose and corn syrup solids for food manufacturing  |

and has applied for and owns the following registrations for the LOGO Mark for these goods worldwide:

| <u>Country</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|-------------------------|--------------------------|
| Australia      | A534007                 | May 7, 1992              |
| Australia      | A534006                 | May 7, 1992              |
| Austria        | 132,674                 | September 17, 1990       |
| Benelux        | 479,103                 | January 3, 1991          |
| Brazil         | 5,501,811               | April 14, 1992           |
| Canada         | 411,019                 | April 16, 1993           |
| Denmark        | 9004/92                 | October 2, 1992          |
| Finland        | 120,654                 | August 5, 1992           |
| France         | 1,584,748               | April 3, 1990            |
| Germany        | 1,172,461               | February 22, 1991        |
| Great Britain  | 1,420,072               | January 18, 1990         |
| Great Britain  | 1,423,680               | January 18, 1990         |
| Italy          | 587,222                 | February 15, 1993        |
| Japan          | 2,627,899               | February 28, 1994        |
| Japan          | 2,601,495               | November 30, 1993        |
| Japan          | 2,714,243               | May 31, 1996             |
| Mexico         | 409,233                 | March 27, 1992           |
| Mexico         | 400,171                 | September 30, 1991       |

| <u>Country</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|-------------------------|--------------------------|
| New Zealand    | 201,011                 | April 5, 1990            |
| New Zealand    | 203,322                 | April 19, 1996           |
| Norway         | 148,644                 | January 16, 1992         |
| Portugal       | 264,754                 | September 22, 1992       |
| Portugal       | 264,755                 | September 22, 1992       |
| South Africa   | 90/2960                 | September 28, 1993       |
| South Africa   | 90/2959                 | March 18, 1993           |
| Spain          | 1,576,256               | November 2, 1991         |
| Spain          | 1,576,257               | June 25, 1990            |
| Sweden         | 230,882                 | February 28, 1992        |
| Switzerland    | 381,446                 | March 27, 1991           |
| Taiwan         | 522,431                 | May 16, 1991             |
| Taiwan         | 531,293                 | August 16, 1991          |

and

**WHEREAS**, Assignor has also adopted, is the sole and exclusive owner of, and is using, itself and through its subsidiaries and divisions, the trademark **BETTER MEDICINES . . . THROUGH TECHNOLOGY** in the United States and worldwide in connection with controlled release pharmaceuticals; and

**WHEREAS**, Assignor has filed an application to register the trademark **BETTER MEDICINES . . . THROUGH TECHNOLOGY** on the Principal Register of the United States Patent and Trademark Office, Application Serial No. 75/287,267, filed on May 5, 1997 (hereinafter referred to collectively with the LOGO Mark as "the Marks"); and

**WHEREAS**, **PENWEST PHARMACEUTICALS CO.**, a Washington state corporation with a principal place of business at 2981 Route 22, Patterson, New York 12563 ("Assignee"), desires to acquire the Marks, the pharmaceutical business and all the goodwill appurtenant thereto, and the aforesaid registrations in the United States and worldwide; and

**WHEREAS**, Assignor is desirous of assigning the Marks, the pharmaceutical business and all the goodwill appurtenant thereto, and the aforesaid registrations in the United States and worldwide;

**NOW, THEREFORE**, in consideration for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee all right,

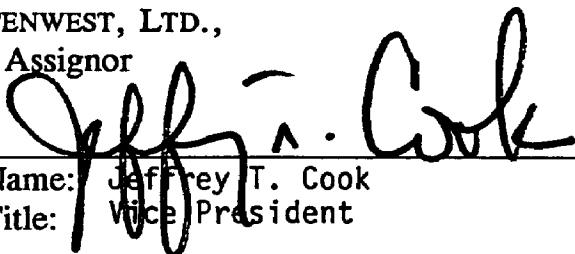
title, and interest in and to the Marks in the United States and worldwide, and all the trademark registrations identified herein and any and all applications for registration of the Marks identified herein or subsequently, together with all the good will arising from the use of and symbolized by such trademarks and associated therewith, and all rights including the right to commence litigation in connection therewith arising either before or after execution of this assignment.

2. Assignor further agrees to execute after the date of execution of this Trademark Assignment such additional documents as may be necessary to continue, secure, defend, register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in the Marks, trademark registrations, and applications for registration of the Marks identified herein, together with all good will arising from the use of and symbolized by the Marks, including all documents necessary to record proper chain of title of ownership reflecting Assignee as the current record owner of the Marks, trademark registrations, and applications for registration of the Marks and to register in the name of Assignee the assignment of the Marks, trademark registrations, and applications for registration of the Marks identified herein.

3. Assignor reserves the right to use all existing or ordered packaging and promotional inventory bearing the LOGO Mark; provided, however, that this right may be rescinded by Assignee six (6) months after the entry of this Agreement.

IN WITNESS WHEREOF, PENWEST, LTD. has duly executed and delivered this Trademark Assignment effective as of the 20th day of October, 1997.

PENWEST, LTD.,  
Assignor

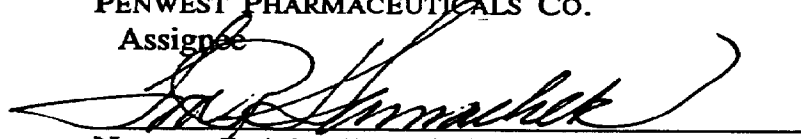
  
Name: Jeffrey T. Cook  
Title: Vice President

ACKNOWLEDGEMENT

PENWEST PHARMACEUTICALS Co. hereby acknowledges receipt of this assignment, for good and valuable consideration, of the Marks identified herein, and of all the trademark registrations, and applications for registration of the Marks identified herein and as may be further identified. Assignee also agrees that Assignor shall be permitted to use all packaging and promotional inventory bearing the LOGO Mark; provided, however, that Assignee reserves the right to rescind this right six (6) months after the entry of this Agreement.

PENWEST PHARMACEUTICALS Co.

Assignee

A handwritten signature in black ink, appearing to read 'Tod R. Hamachek', is written over a horizontal line.

Name: Tod R. Hamachek

Title: Chairman of the Board and  
Chief Executive Officer

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF KING )

On the 31st day of October, 1997, before me personally came  
Jeffrey T. Cook, to me known, who, being by me duly sworn, did depose  
and say that he is Vice President of PENWEST, LTD., one of the corporations  
described in and which executed the foregoing instrument; and that he signed his name  
thereto by authority of the board of directors of said corporation.

*Debra K. Tarbutton*

Notary Public

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF KING )

On the 31st day of October, 1997, before me personally came  
Tod R. Hamachek, to me known, who, being by me duly sworn, did depose  
and say that he is Chairman of the Board and  
Chief Executive Officer of PENWEST PHARMACEUTICALS CO., one of  
the corporations described in and which executed the foregoing instrument; and that he  
signed his name thereto by authority of the board of directors of said corporation.

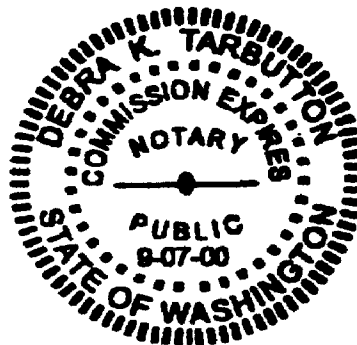
*Debra K. Tarbutton*

Notary Public

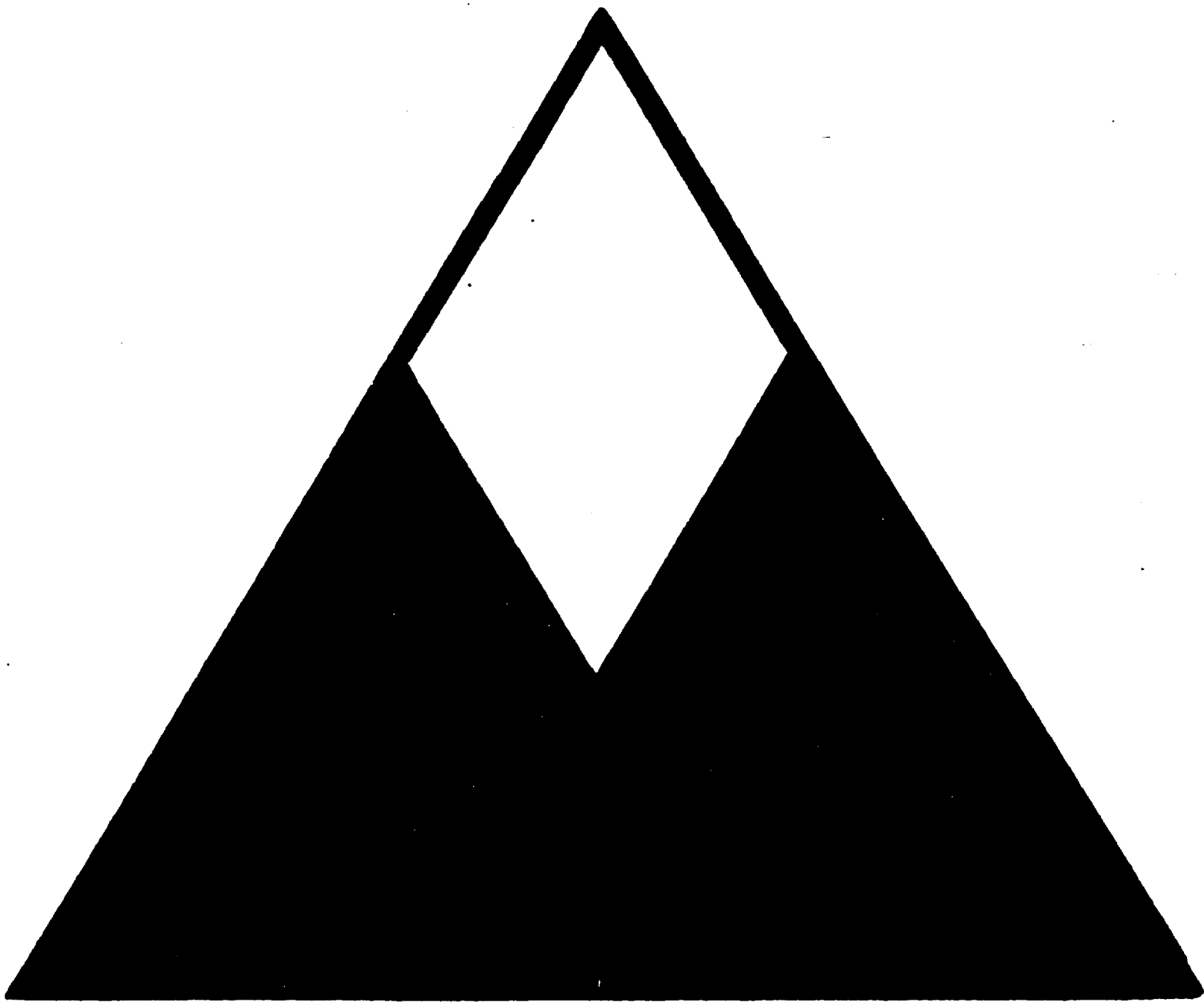
SUBSCRIBED and SWORN to before me  
this 31 day of October, 1997.

*Debra K. Tarbutton*  
Notary Public

My Commission Expires: 9-7-00



# EXHIBIT A



RECORDED: 01/30/2001

TRADEMARK  
REEL: 002227 FRAME: 0735