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FORM PTO-16
Expires 06/30/99
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U.S. Patent & TMO/TM Mail Rpt Dt. #11

U.S. Department of Commerce
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TRADEMARK

101615364

1-23-01

RECORDATION FORM COVER SHEET
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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
DEC 29 2000☐ Change of Name☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name ASCENT PEDIATRICS, INC.

Execution Date
Month Day Year
DEC 29 2000Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

☐ Mark if additional names of receiving parties attached

Name ALPHARMA USPDI INC.

DBA/AKA/TA Composed of

Address (line 1) 7205 WINDSOR BOULEVARD

Address (line 2) Address (line 3) BALTIMORE MARYLAND 21244
City State/Country Zip Code☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other ☐ Citizenship/State of Incorporation/Organization DELAWARE

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.)

02/15/2001 DBYRNE 00000043 501426 1642430

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231TRADEMARK
REEL: 002235 FRAME: 0679

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name MICHAEL J. BLUM, ESQ.

Address (line 1) ONE EXECUTIVE DRIVE

Address (line 2) FORT LEE, NEW JERSEY 07024

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 201-228-6016

Name MICHAEL J. BLUM, ESQ

Address (line 1) ONE EXECUTIVE DRIVE

Address (line 2) FORT LEE, NEW JERSEY 07024

Address (line 3)

Address (line 4)

Pages

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

2

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)

1642430		

Number of Properties

Enter the total number of properties involved.

1

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:

501426

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.

LAURIE RUBEN

Name of Person Signing

Laurie Ruben

Signature

JANUARY 22, 2001

Date Signed

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this 29th day of December, 2000 ("Effective Date"), by and between ASCENT PEDIATRICS, INC., a Delaware corporation with its principal office located at 187 Ballardvale Street, Suite B125, Wilmington, Massachusetts 01887 ("Assignor") and ALPHARMA USPD INC., a Delaware corporation with its principal office located at 7205 Windsor Boulevard, Baltimore, Maryland 21244 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademark registration identified and set forth on Schedule 1 attached hereto (the "Assignor Trademark"); and

WHEREAS, Assignor has agreed to assign to Assignee the entire right, title and interest in and to the Assignor Trademark.

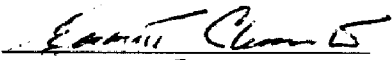
NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest of Assignor in and to the Assignor Trademark together with the goodwill of the business in connection with which the Assignor Trademark is used, and the registration and application therefore in the United States, including any renewal of the registration that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, together with all income, royalties or payments due or payable on the Effective Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assignor Trademark, with the right to sue for or collect the same for Assignee's own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives.

Assignor shall provide Assignee and its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense, including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: (i) in the preparation and the prosecution of any applications for registration or any applications for renewal of a registration governing the Assignor Trademark; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with Assignor Trademark, including testifying as to any facts relating to the Assignor Trademark assigned herein and this Assignment; (iii) in obtaining any

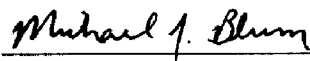
additional trademark protection for the Assignor Trademark that Assignee may deem appropriate which may be secured under the laws of any jurisdiction; and (iv) in the implementation or perfection of the Assignment.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

ASCENT PEDIATRICS, INC.

By: 
Name: EMMET CLEMENTE
Title: President

ALPHARMA USPD INC.

By: 
Name: Michael J. Blum
Title: Assistant Secretary

**SCHEDULE 1
TO
TRADEMARK ASSIGNMENT
BETWEEN
ASCENT PEDIATRICS, INC. and ALPHARMA USPD INC.**

<u>Country</u>	<u>Name Of Mark</u>	<u>Reg. No. & Reg. Date</u>
USA	FEVERALL	1642430 – April 23, 1991

Goods: Acetaminophen Suppositories in Class 5