

03-08-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

101628103

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

2-16-01

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
- ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
DEC 29 2000

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 USPD INC.

DBA/AKA/TA Composed of

Address (line 1) 7205 WINDSOR BOULEVARD

Address (line 2) BALTIMORE

Address (line 3) BALTIMORE

City

MARYLAND

State/Country

21244

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 DELAWARE

FOR OFFICE USE ONLY

65E

Public burden 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: 002246 FRAME: 0642

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name MICHAEL J. BLUM

Address (line 1) ALPHARMA INC.

Address (line 2) ONE EXECUTIVE DRIVE

Address (line 3) FORT LEE, NEW JERSEY 07024

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 201-228-6016

Name MICHAEL J. BLUM

Address (line 1) ALPHARMA INC.

Address (line 2) ONE EXECUTIVE DRIVE

Address (line 3) FORT LEE, NEW JERSEY 07024

Address (line 4)

Pages

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

5

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)

<u>1270544</u>		
<u>1649916</u>		

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

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:

501 426

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

2/15/01

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 registrations identified and set forth on Schedule 1 attached hereto (the "Assignor Trademarks"); and

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

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 Trademarks together with the goodwill of the business in connection with which the Assignor Trademarks are used, and the registrations and applications therefore in the United States, including any renewal of the registrations 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 Trademarks, 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 Trademarks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with Assignor Trademarks, including testifying as to any facts relating to the Assignor Trademarks 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: *Emmett Clements*
Name: *EMMETT CLEMENTS*
Title: *President*

ALPHARMA USPD INC.

By: *Michael J. Blum*
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	SPRINKLE CAPS	1649916 – July 9, 1991

Goods: Acetaminophen powder in Class 5

USA	UNISERTS	1270544 – March 20, 1984
-----	----------	--------------------------

Goods: Rectal Suppositories in Class 5