

05-02-2001

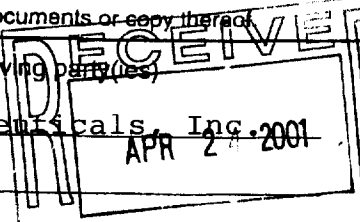


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# CORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):

Numark Laboratories, Inc.

- Individual(s)
- General Partnership
- Corporation-State New Jersey
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Lee Pharmaceuticals, Inc. 2001

Internal Address:

Street Address: 1434 Santa Anita Ave.

South El Monte

City: \_\_\_\_\_ State: CA ZIP: 91733

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Bill of Sale
- Merger
- Change of Name

Execution Date: 04/23/1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

412,428

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Molly D. McKay, P.C.

Internal Address:

Street Address: 3207 E. 22nd Street

City: Tulsa State: OK ZIP: 74114-1823

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account in the event of underpayment

8. Deposit account number:

13-0470

(Attach duplicate copy of this page if paying by deposit account)

05/01/2001 TDIAZ1 00000228 412428

DO NOT USE THIS SPACE

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40.00 DP

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.

Molly D. McKay  
Name of Person Signing

Molly D. McKay  
Signature

4/20/2001

Date

Total number of pages including cover sheet, attachments, and document: 6

Mall documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002284 FRAME: 0819

## BILL OF SALE

THIS BILL OF SALE ("Bill of Sale"), made to be effective as of the 23rd day of April, 1999, 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 as of April 23, 1999 (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 "Product"), including any and all agreements (whether purchase, royalty, or license) (the "Ownership Agreements") relating to the ownership of the Product, and all "Intangibles" (as defined in Section 8(g) of the Agreement), related to the Product. The Product is Lady Esther.
- (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 relating to the Product (the "Contracts"), all as set forth on Exhibit "A" to the Agreement.

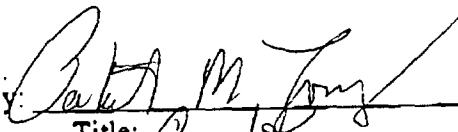
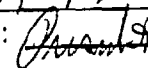
- (3) Copies of customer, supplier, sales representative and distributor lists, advertisements and ad sheets and records of Seller which Purchaser determines in good faith, prior to Closing, it needs to carry on the business currently being conducted by Seller with respect to the Assets.
- (4) Any and all tools, dies, jig molds and other tangible personal property needed or used to manufacture the Product 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 Product (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.

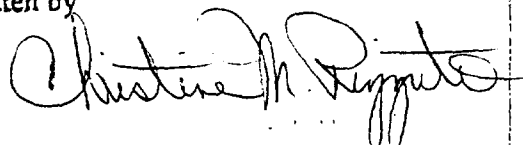
Seller will, from time to time, execute and deliver to Purchaser such additional documents, certificates and conveyances as Purchaser may reasonably require to accomplish or perfect the transfer of the Assets.

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.



CHRISTINE M. RIZZUTO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 20, 1999

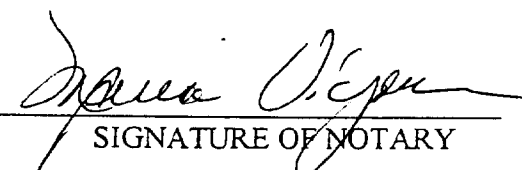
By: Ronald G. Lee

Name: RONALD G. LEE

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF MISSISSEPI )

On ~~April~~ <sup>June</sup> 1999 before me, \_\_\_\_\_ personally  
appeared PATRICK LONERGAN and \_\_\_\_\_  
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 signa-  
ture on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal

  
SIGNATURE OF NOTARY

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

