

10-23-2001



101882255

SHEET

10-16-01

Attorney's Docket No. 032058-081

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

1. Name of conveying party(ies):

KV Pharmaceutical Company

- Individual(s)
- General Partnership
- Corporation-Delaware
- Association
- Limited Partnership

Other: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: \_\_\_\_\_

Execution Date: January 24, 2001

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

Name: DrugTech Corporation

Address: 300 Delaware Avenue

Suite 1270

Wilmington, Delaware 19801

- Individual(s) Citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

76/071,496  
76/082,640

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Bassam N. Ibrahim, Esq.

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed

Authorized to be charged to deposit account, if necessary

8. Deposit account number:

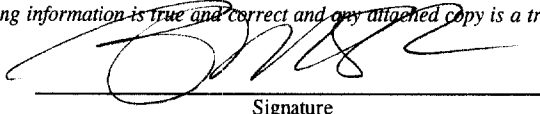
02-4800

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and my attached copy is a true copy of the original document.

Bassam N. Ibrahim, Esq.  
Name of Person Signing

  
Signature

October 16, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002387 FRAME: 0020**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of :  
:   
Applicant: DrugTech Corporation :  
:   
Application No. 76,071,496 :  
:   
Filed: June 16, 2000 :  
:   
Mark: ORAQUICK :  
:   
Attorney Docket No.: 032058-107 :  
:   
\_\_\_\_\_ :

BOX:

Honorable Commissioner of Patents  
and Trademarks  
Washington, D.C. 20231

Sir:

**POWER OF ATTORNEY**

Registrant hereby appoints B. Parker Livingston, Jr., a member of the bars of the Commonwealth of Virginia and the District of Columbia, Bassam N. Ibrahim, a member of the bars of the state of Maryland and the District of Columbia, Adrienne L. White, a member of the bar of the Commonwealth of Virginia, Fred W. Hathaway, a member of the bars of the District of Columbia and the State of Maine, all having an address at Burns, Doane, Swecker & Mathis, L.L.P., Post Office Box 1404, Alexandria, Virginia 22313-1404, its attorneys to file this document, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office in connection therewith, and to represent the undersigned in all proceedings affecting the mark which may arise in the Patent & Trademark Office hereafter. All powers of attorney heretofore granted are hereby revoked.

DrugTech Corporation

By: Francis B. Jacobs II

Name: Francis B. Jacobs II  
President

Title: \_\_\_\_\_

Date: Jan 24, 2001

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of January  
19<sup>th</sup>, 200 1 by KV PHARMACEUTICAL COMPANY, a Delaware corporation, with its principal place of business at 2503 South Hanley Road, St. Louis, Missouri 63144, U.S.A. ("Assignor") to DRUGTECH CORPORATION, a Delaware corporation, with its principal place of business at 300 Delaware Avenue, Suite 1270 Wilmington, Delaware 19801, U.S.A. ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks and trademark applications set forth on Exhibit A hereto (the "Trademarks"), together with the business of the Assignor to which said marks and applications (as listed in Exhibit A) pertain.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the business of the Assignor to which said marks and applications (as listed in Exhibit A) pertain.

2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

KV PHARMACEUTICAL COMPANY (Assignor)

By: *Mitchell I. Kirschner*

Name: Mitchell I. Kirschner

Title: Corporate Vice President,  
Business Development

STATE OF Missouri

SS.

COUNTY OF St. Louis

On this 19~~th~~ day of January, 200 1, before me Diane M. Rohan, a Notary Public in and for said state, personally appeared Mitchell I. Kirschner known to be to be the person who executed the within instrument on behalf of KV Pharmaceutical Company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Diane M. Rohan*

Notary Public

My Commission Expires:

DRUGTECH CORPORATION (Assignee)

By: *Francis B. Jacobs II*

Name: Francis B. Jacobs II

Title: President

STATE OF Delaware

SS.

COUNTY OF New Castle

On this 24 day of January, 200 1, before me Javette H. Gordon, a Notary Public in and for said state, personally appeared Francis B. Jacobs II known to me to be the person who executed the within instrument on behalf of Drug Tech Corporation and acknowledged to me that he executed the same for the purposes therein stated.

*Javette H. Gordon*

Notary Public

My Commission Expires: 5/3/2001

EXHIBIT A

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application/Registration No.</u>	<u>Status</u>
ORAQUICK	76/071,496	Pending
AQUAPURE EC	76/082,640	Pending