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12-06-2001

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YU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11-28-2001

U.S. Patent & TMO/TM Mail Rpt Dt: #22



101908837

Atty Docket No. 43743.266069

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

1. Name of conveying party(ies):

Sanofi-Synthelabo Inc.

- ☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State-Delaware
☐ Other

Additional names(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: August 20, 2001

2. Name and address of receiving party(ies)

Name: **First Horizon Pharmaceutical Corporation**Internal Address: **Suite 106**Street Address: **660 Hembree Parkway**City: **Roswell** State: **GA** Zip: **30076**

- ☐ 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 N/AAdditional names(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

76/074,227; 76/169,376; 75/692,192

B. Trademark Registration No.(s)

2,483,455; 2,131,143; 1,252,683; 2,069,343;
2,114,768

12/05/2001 6TON11 00000118-76074227

01 FC:481

40.00 DP

02 FC:482

175.00 DP

Additional numbers attached? ☐ Yes ☒ No

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

Name: **William H. Brewster**Internal Address: **Kilpatrick Stockton LLP****Suite 2800**Street Address: **1100 Peachtree Street**City: **Atlanta** State: **GA** Zip: **30309**6. Total number of applications and registrations involved **8**7. Total fee (37 CFR 3.41).....\$ **215.00**☒ Enclosed☐ Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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 any attached copy is a true copy of the original document.

Judith A. Powell

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **7**

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into this 20th day of August, 2001 by and between SANOFI-SYNTHELABO INC., a Delaware corporation whose principal office is 90 Park Avenue, New York, New York 10016 ("Assignor"), and FIRST HORIZON PHARMACEUTICAL CORPORATION, a Delaware corporation whose principal place of business is 660 Hembree Parkway, Suite 106, Roswell, Georgia 30076 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 27, 2001 ("Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, and Assignee agreed to purchase, the Trademarks (as such term is defined in the Purchase Agreement pursuant to which this Assignment is made) owned by the Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the U.S. federal and state Trademark Registrations, U.S. federal and state Trademark Applications, Philippines Trademark Applications, and the Common Law Trademarks, as identified and set forth on the Schedule attached hereto and made a part hereof (the "Marks"), and the goodwill associated therewith;

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all right, title and interest in and to the Marks, together with the goodwill associated therewith and the goodwill of the business in connection with which the Marks are used and which is symbolized by said Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and all registrations and applications therefor, in the United States, including any renewals and extensions 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 the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states of the United States and foreign countries, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that it owns all right, title and interest in and to the Marks free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark and trade/assumed name protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (iv) in the implementation, recordation or perfection of this Assignment.

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

SANOFI-SYNTHELABO INC.

By: John M. Spinnato

Its: John M. Spinnato
Sr. V.P. & General Counsel

Date: _____

FIRST HORIZON
PHARMACEUTICAL CORPORATION

By: Burt S. Lyon

Its: President
Title

Date: _____

STATE OF GEORGIA)
) SS.
COUNTY OF ~~FULTON~~)
Cherokee

On this 20th day of August, 2001, there appeared before me _____

Brent Dixon, personally known to me, who acknowledged that he/she signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of _____

First Horizon Pharmaceutical

 8/20/01
Notary Public

My Commission Expires
August 3, 2005

SCHEDULE

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PRENATE ULTRA	2131143	01/20/1998
PRENATE 90	1252683	10/04/1983
MICROIRON	2069343	06/10/1997
MICROIRON II	2114768	11/18/1997

U.S. Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
PRENATE ADVANCE PASS PROGRAM	76074227	06/20/2000
PRENATE GT	76169376	11/21/2000
PRENATE (Design)	75692192	10/05/2000
PRENATE ADVANCE	75805688	09/21/1999

Philippines Trademark Applications

<u>Mark</u>	<u>Serial No.</u>
PRENATE ULTRA	125551

UNITED STATES OF AMERICA)

STATE OF NEW YORK :ss.

COUNTY OF NEW YORK)

On this 8th day of August, 2001, before me, Ellen Marie Bennett, Notary Public in and for the State of New York, personally appeared John M. Spink, who is known to me to be the Senior Vice President of Sanofi-Synthelabo Inc., and is the person who executed the attached Trademark Assignment Agreement on behalf of Sanofi-Synthelabo Inc., the corporation therein named, and he acknowledged to me that he executed the same on behalf of the Corporation and has authority from the Corporation to execute this Agreement

Ellen Marie Bennett

Notary Public, State of New York

#10296

ELLEN MARIE BENNETT
Notary Public, State of New York
No. 01BE4661351
Qualified in New York County
Commission Expires March 30, 2003

Notary Public, State of New York