

RECORDATION FORM COVER SHEET

12-18-2001

JLY

Tab settings → → → ▼

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hoechst Aktiengesellschaft  
65926 Frankfurt am Main  
GERMANY

101919994

address of receiving party(ies):

Name: Hoechst Marion Roussel Deutschland GmbH

Internal Address: Bruningstrasse 50

Street Address: D-65926 Frankfurt am Main

City: GERMANY State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Individual(s) citizenship

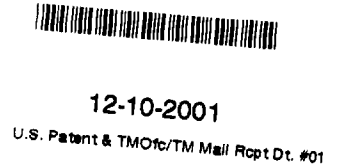
Association

General Partnership

Limited Partnership

Corporation-State

Other



If assignee is not domiciled in the United States, a domestic designation is enclosed  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: 12/16/98

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,812,659

Additional numbers  Yes  No

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

Name: Linda M. Buckley

Internal Address: EDWARDS & ANGELL, LLP

Dike, Bronstein, Roberts & Cushman

Intellectual Property Group

Street Address: P.O. 9169

City: Boston State: MA ZIP: 02209

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

8. Deposit account number:

04-1105

12/17/2001 TDIAZ1 00000007 1812659

DO NOT USE THIS SPACE

01 FC:481

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.

Linda M. Buckley  
Name of Person Signing

Linda M Buckley  
Signature

December 10, 2001  
Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

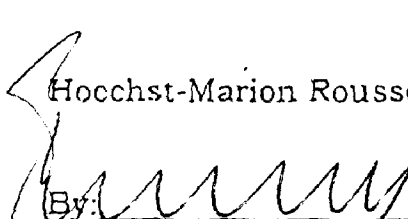
**Trademarks**

**APPLICANT:**                   Hocchst-Marion Roussel Deutschland GmbH  
**REGISTRATION NO.:**       1,812,659  
**MARK:**                         ALTACE (Stylized)  
**CLASSES:**                    5

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Assignee, Hoechst-Marion Roussel Deutschland GmbH, a German Corporation, and successor of the entire business and good will in connection with the mark "ALTACE", U.S. Trademark Registration No. 1,812,659, hereby designates the law firm Edwards & Angell, LLP, whose postal address is P.O. Box 9169, Boston, MA 02209, as domestic representative upon whom notice or process in proceedings affecting only the above-referenced U.S. Trademark Registration may be served.

Date: 16 DECEMBER 1998

Hocchst-Marion Roussel Deutschland GmbH  
  
 By: \_\_\_\_\_  
 (Typed name) Dr. R. FREITAG Dr. M. BEST  
 (Title) Authorized Trademark Attorneys

**CONFIRMATORY TRADEMARK ASSIGNMENT DEED**

**Between**

Hoechst Aktiengesellschaft  
65926 Frankfurt/Main  
Germany

(hereinafter **THE ASSIGNOR**)  
**On the one part**

**And**

Hoechst Marion Roussel Deutschland GmbH  
Brüningstrasse 50  
D- 65926 Frankfurt am Main  
Germany

(hereinafter **THE ASSIGNEE**)  
**On the other part**

**PREAMBLE**

By a deed dated May 30, 1997 (hereinafter **THE ASSIGNMENT**) **THE ASSIGNOR** transferred to **THE ASSIGNEE** the ownership of several trademark registrations, among which, trademark **ALTACE**, registered in the United States of America, under N° 1, 812,659 (hereinafter **THE TRADEMARK**).

The parties hereto wish to hereby confirm the assignment of **THE TRADEMARK** for the purpose of its recordal on the corresponding Trademark Register.

Now, therefore, it is agreed as follows between the parties:

AGREEMENT

1. THE ASSIGNOR hereby confirms the assignment to THE ASSIGNEE with effect of 01 January 1997 of the full and **entire ownership** of THE TRADEMARK including the right to prosecute any acts of infringement of the TRADEMARK and **including the goodwill** associated with THE TRADEMARK.
2. The price for the assignment has been paid in full, as the parties hereby expressly confirm.
3. Recordal of the assignment and the cost related thereto will be the sole responsibility of THE ASSIGNEE.
4. ASSIGNEE hereby confirms and represents that it is duly engaged in the branch of activities for which the goods of THE TRADEMARK are intended.
5. The present deed confirms, and neither replaces nor amends, THE ASSIGNMENT.

Full power is given to the bearer of an original hereof, or a copy certified to be a true copy by notary public, to proceed to its recordal on the relevant Trademark Register.

Signed on behalf of THE ASSIGNOR

Signed on behalf of THE ASSIGNEE

At Frankfurt-am-Main

At Frankfurt-am-Main

On the 16th December 1998

On the 16th December 1998

By (Name):  
Dr R. FREITAG  
Dr M. BEST

By (Name):  
Dr. R. FREITAG  
Dr. M. BEST

Title: Authorized Trademark Attorneys

Hoechst Aktiengesellschaft

Signature

Title: Authorized Trademark Attorneys

Hoechst Marion Roussel Deutschland GmbH

Signature