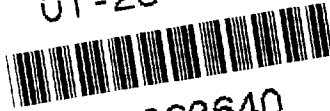


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RE

U.S. DEPARTMENT OF COMMERCE U.S. 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):

Shire Partners

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

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

2. Name and address of receiving party(ies)

Name: Shire Richwood Inc. Internal Address:

Street Address: 7900 Tanners Gate Drive Suite 200 City: Florence State: KY Zip: 41042

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Kentucky 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 Merger Security Agreement Change of Name Other

Execution Date: May 1, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,975,246

Additional number(s) attached Yes No

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

Name: Shire US Inc.

Internal Address: Attn: Aaron P. Buda

Street Address: 7900 Tanners Gate Drive Suite 200

City: Florence State: KY Zip: 41042

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:

n/a

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

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.

Kevin T. Anderson Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

01/28/2002 DBYRNE 00000009 1975246 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 01 FC:481 40.00 OP

TRADEMARK REEL: 2431 FRAME: 0678

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is dated *May* 1998 and effective as of 15 February 1998 ("Effective Date") between Shire Partners, a Delaware partnership with an address of 7900 Tanners Gate Drive, Florence, Kentucky 41042, USA ("Shire Partners") and Shire Richwood Inc a Kentucky Corporation with an address of P O Box 6497, Florence, Kentucky 41042-6497, USA ("Issuer").

### RECITALS

- A. Issuer and Shire Partners are parties to a Sale and Assignment Agreement dated as of 15 February 1998 ("Sale and Assignment Agreement");
- B. The Sale and Assignment Agreement provides, among other things, that the Relevant Know-How, Relevant Intellectual Property, and the Licence Agreement (each as defined therein) be assigned to Issuer; and
- C. Issuer and Shire Partners now desire to enter into this Agreement whereby the Relevant Know-How, Relevant Intellectual Property, and the Licence Agreement will be assigned to Issuer.


NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. As of the Effective Date, Shire Partners hereby assigns to Issuer all of its right, title and interest in the following assets:
  - (a) the Relevant Know-How;
  - (b) the Relevant Intellectual Property, as listed in Schedule 4 and subject to the terms thereof (Relevant Intellectual Property) to the Sale and Assignment Agreement, which Schedule is attached hereto and incorporated by reference, together with all related goodwill and common law rights and all rights, privileges and advantages pertaining thereto (including, without limitation, the right to take proceedings and recover damages and to obtain all other remedies in respect of infringements of such rights): and
  - (c) the Licence Agreement.
- 2. Issuer accepts the assignment set forth in Section 1. As of the Effective Date, Issuer hereby assumes and agrees to discharge and perform when due all of Shire Partners' obligations accruing under the Licence Agreement from and after the Effective Date.

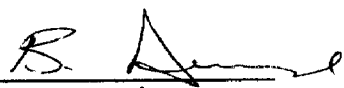
3. EXCEPT AS PROVIDED IN THE AGREEMENT (INCLUDING SCHEDULE 2 (REPRESENTATIONS AND WARRANTIES)), THE RELEVANT KNOW-HOW ARE SOLD "AS-IS, WHERE-IS", WITHOUT OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND ALL OTHER SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
4. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Sale and Assignment Agreement.

IN WITNESS WHEREOF, each of the undersigned have executed this Agreement as of the date first set forth above.

SHIRE PARTNERS

By:   
Name: James J. Russo  
Title: General Manager

SHIRE RICHWOOD INC

By:   
Name: B. Nuerge  
Title: President