

03-08-2002

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IEET U.S. DEPARTMENT OF COMMERCE
Y U.S. Patent and Trademark Office

MURD 9-6-02

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

1. Name of conveying party(ies):

Cephalon, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: December 19, 2001

2. Name and address of receiving party(ies)

Name: CNS Marketing, LLC

Internal Address: c/o AMACAR Group, L.L.C.

Street Address: 6525 Morrison Blvd., Suite 318

City: Charlotte State: NC Zip: 28211

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

Other Limited Liability Company-Delaware

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)

B. Trademark Registration No.(s)

2,155,299

Additional number(s) attached Yes No

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

Name: Alvin R. Chin, Esq.

Internal Address: _____

Street Address: Dewey Ballantine LLP

1301 Avenue of the Americas

City: New York State: NY Zip: 10019

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.

Alvin R. Chin
Name of Person Signing

Alvin R. Chin
Signature

2/6/02
Date

6

Total number of pages including cover sheet, attachments, and document.

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

03/07/2002 LNUELLER 00000098 2155299

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40.00 DP

TRADEMARK
REEL: 002457 FRAME: 0028

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*"), dated as of December 19, 2001 among CEPHALON, INC., a Delaware corporation ("*Transferor*"), and CNS MARKETING, LLC, a Delaware limited liability company ("*Transferee*").

W I T N E S S E T H :

WHEREAS, Abbott Laboratories, an Illinois corporation ("*Abbott*") and Novo Industri A/S, a Danish corporation ("*Novo*") have entered into a License Agreement dated as of March 23, 1990, as amended (the "*Novo License Agreement*"), pursuant to which Novo granted Abbott an exclusive license to make, have made, use and sell the pharmaceutical product N-(4, 4-di (3-methyl-2-thienyl) but-3-en-1-yl) nipecotic acid, which is marketed and sold in the United States as Gabitril;

WHEREAS, Abbott and Transferor have entered into a Marketing and Development Collaboration Agreement dated June 10, 1999 pursuant to which Abbott granted Transferor the right to collaborate with Abbott on the marketing and clinical development of Gabitril in the United States;

WHEREAS, Abbott and Transferor have entered into a Gabitril Product Agreement dated October 31, 2000 pursuant to which Abbott sold, transferred, conveyed, assigned and delivered to Transferor, and Transferor accepted from Abbott, the United States registration for the trademark Gabitril, set forth on Schedule I hereto and incorporated by reference herein (the "*Gabitril Trademark*");

WHEREAS, pursuant to the Contribution Agreement dated as of December 19, 2001, between Transferor, Transferee and Anthem Investors, LLC (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Contribution Agreement*"), Transferor is required to execute and deliver this Agreement to Transferee; and

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

SECTION 1. ASSIGNMENT OF GABITRIL TRADEMARK.

(a) Transferor does hereby sell, transfer, convey, assign and deliver unto Transferee all right, title and interest of Transferor in and to the Gabitril Trademark within the United States and its possessions and territories, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention, and all rights, interests, claims and demands recoverable in law and equity that Transferor has or may have in profits and damages

for past, present and future infringements of the Gabitril Trademark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Transferee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this Agreement had not been made.

(b) Transferor hereby authorizes the Director of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to transfer the Gabitril Trademark to Transferee as assignee of Transferor's entire right, title and interest therein or otherwise as Transferee may direct, in accordance with this Agreement.

(c) Transferor hereby agrees that Transferor shall and shall cause, upon reasonable notice, each of its affiliates to, from time to time, execute and deliver to Transferee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Transferee to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transaction contemplated hereby and thereby.

(d) Except as set forth in the Contribution Agreement, Transferor makes no warranty, express or implied, with respect to the Gabitril Trademark, and Transferee shall have no recourse against Transferor therefor.

(e) If Transferee elects to record this assignment or any other document or transfer with the appropriate United States governmental authorities or registries, Transferor shall bear the costs and fees associated with recording, but Transferor shall provide timely cooperation to Transferee as reasonably necessary.

SECTION 2. CHOICE OF LAW. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3. EXECUTION IN COUNTERPARTS; SEVERABILITY. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall constitute delivery of a manually executed counterpart of this Agreement. In case any provision in or obligation under this Agreement should be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 4. HEADINGS. The headings in the Sections and clauses of this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

SECTION 5. WAIVER OF JURY TRIAL. TRANSFEROR AND TRANSFEREE EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY

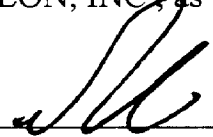
ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

By signing in the places provided below, Transferor and Transferee accept and agree to all of the terms and conditions of this Agreement as of the day and year first above written.


CNS MARKETING, LLC, as Transferee
By: AMACAR GROUP, L.L.C., its Manager

By: _____
Name:
Title:

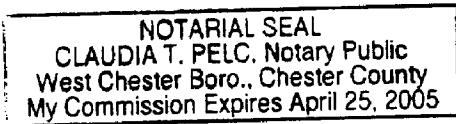
CEPHALON, INC, as Transferor

By: 
Name: J. Kevin Buchi
Title: Sr. Vice President & CFO

Sworn to me this 17th day of December 2001
for Cephalon, Inc.

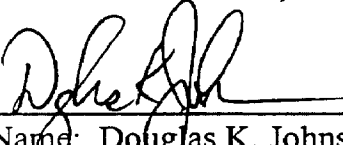

Notary Public

[Seal]



By signing in the places provided below, Transferor and Transferee accept and agree to all of the terms and conditions of this Agreement as of the day and year first above written.

CNS MARKETING, LLC, as Transferee
By: AMACAR GROUP, L.L.C., its Manager

By: 
Name: Douglas K. Johnson
Title: Chief Executive Officer

CEPHALON, INC., as Transferor

By: _____
Name:
Title:

Sworn to me this _____ day of _____, 2001

Notary Public

[Seal]

U.S. Trademark Registrations

REGISTERED
TRADEMARK

REGISTRATION
NUMBER

DATE OF
REGISTRATION

Gabitril Trademark

2,155,299

May 5, 1998