

04-03-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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102041209

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): Firststar Bank, N.A. f/k/a Mercantile Bank of St. Louis National Association 3-11-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other National Association
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Bock Pharmacal Company Internal Address: Street Address: 510 Maryville College Drive City: St. Louis State: MO Zip: 63144
Individual(s) citizenship Association General Partnership Limited Partnership
Corporation-State Missouri 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 Release
Execution Date: February 27, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,069,343 & 2,114,768 & 2,131,143
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Rochelle Pemble Internal Address: Commercial Collateral Release Street Address: 400 City Center P. O. Box 3487 City: Oshkosh State: WI Zip: 54903

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$ 90.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Rochelle Pemble Signature Date 2/26/02
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 21

04/03/2002 6TON11 00000155 2069343 01 FC=481 40.00 OP 02 FC=482 50.00 OP

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

TRADEMARK REEL: 002473 FRAME: 0555

07-02-1996

OVER SHEET U.S. DEPARTMENT OF COMMERCE
ONLY Patent and Trademark Office

481-40

482-500

FORM PTO-105 (Rev. 6-95)
GSA No. 001-071 (Rev. 6-95)



Tab settings 0000

00000000

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

1. Name of conveying party(ies):

Rock Pharmaceutical Company

MFP
7/2/96

2. Name and address of receiving party(ies)

484-30

Name Mercantile Bank of St. Louis
National Association

Internal Address:

Street Address: 721 Locust Street

City: St. Louis State: MO ZIP: 63101

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

Additional names of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 28, 1996

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

If applicant is not domiciled in the United States, it directly represents the applicant is attached? Yes No

(Designations must be a concrete description from applicant)
Additional names of conveying party(ies) attached? Yes No

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

A. Trademark Application No.(s) 3

B. Trademark Registration No.(s) 18

Additional numbers attached? Yes No

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

Name: Sandra S. Rhodes

Internal Address:

c/o Thompson Coburn

Street Address: One Mercantile Center

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.41) \$ 540.00 plus expediting fee

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

481-40 484-30

482-500

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.

Sandra S. Rhodes

Name of Person Signing

Sandra S. Rhodes

Signature

7/1/96

Date

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

13

and documents to be recorded with required cover sheet information. MARK
Commissioner of Patents & Trademarks, Dept. of Commerce
Washington, D.C. 20531




SATISFACTION OF PATENT AND TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGEEMENT

The undersigned, Firststar Bank N.A. f/k/a **Mercantile Bank of St. Louis National Association** does hereby certify that the obligation(s)/indebtedness secured by the within named PATENT AND TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGEEMENT executed by **Bock Pharmacal Company** to said Firststar Bank N.A. f/k/a **Mercantile Bank of St. Louis National Association** recorded in the Office of the Commissioner of Patents and Trademarks **Document Number: 100222932**, is fully paid and satisfied.

Trademark:
Chemet

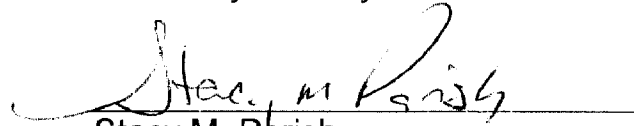
DATED February 25, 2002

FIRSTAR BANK, N.A.
f/k/a Mercantile Bank of St. Louis
National Association

By: 
Judith Long, Officer

STATE OF WISCONSIN)
COUNTY OF WINNEBAGO)ss

On February 25, 2002, before me the undersigned, a Notary Public in and for Winnebago County, in the State of Wisconsin, personally appeared Judith Long to me personally known, who being duly sworn did say that she is the Officer of said association; that said instrument was signed on behalf of said association; by it and by authority of its Board of Directors; and that the said Officer as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said association by it and by she voluntarily executed.


Stacy M. Parish

Notary Public, Winnebago County, WI

My commission expires 6/20/04

This document was drafted by: Rochelle Pemble
FIRSTAR CORPORATE LOAN SERVICES
Customer Number: 3020235 Cost Center# 38788

Return to:
Rochelle Pemble
PO Box 3487
Oshkosh, WI 54903-3487

File 226:TRADEMARKSCAN(R)-US FED OG020212/AP020201
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*File 226: Preliminary Records through 2/01/02. * See HELP NEWS 226
for info. on UD=19991026 and changes to AP=9999.

Set Items Description

1/5/1

DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
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05100840

MICROIRON

- INTL CLASS: 5 (Pharmaceuticals)
- U.S. CLASS: 6 (Chemicals & Chemical Compositions)
 - 18 (Medicines & Pharmaceutical Preparations)
 - 44 (Dental, Medical & Surgical Appliances)
 - 46 (Foods & Ingredients of Foods)
 - 51 (Cosmetics & Toilet Preparations)
 - 52 (Detergents & Soaps)

STATUS: Registered

GOODS/SERVICES: NUTRITIONAL SUPPLEMENT AS AN INGREDIENT WHICH
PROVIDES DELAYED THERAPEUTIC ACTION IN THE PHARMACEUTICAL
PREPARATIONS

SERIAL NO.: 75-100,840

REG. NO.: 2,069,343

REGISTERED: June 10, 1997

FIRST USE: 1986 (Intl Class 5)

FIRST COMMERCE: 1986 (Intl Class 5)

FILED: May 8, 1996

PUBLISHED: March 18, 1997

ORIGINAL APPLICANT: BOCK PHARMACAL COMPANY (Missouri Corporation)
, 510 MARYVILLE COLLEGE DRIVE, ST. LOUIS, MO (Missouri), 63141,
USA (United States of America)

OWNER AT PUBLICATION: BOCK PHARMACAL COMPANY (Missouri
Corporation), 510 MARYVILLE COLLEGE DRIVE, ST. LOUIS, MO
(Missouri), 63141, USA (United States of America)

ASSIGNEE(S): MERCANTILE BANK OF ST. LOUIS NATIONAL ASSOCIATION
(National banking association), 721 LOCUST STREET, ST. LOUIS,
MO (Missouri), 63101, USA (United States of America)

Assignor(s): BOCK PHARMACAL COMPANY (Missouri Corporation)

Reel/Frame: 1450/0889

Recorded: July 2, 1996

Brief: COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

224392

(314) 579-0770

ASSIGNEE(S): SANOFI WINTHROP, INC., CURRENTLY KNOWN AS SANOFI PHARMACEUTICALS, INC. (Delaware Corporation), 90 PARK AVENUE, NEW YORK, NY (New York), 10016, USA (United States of America)

Assignor(s): BOCK PHARMACAL COMPANY (Missouri Corporation)

Reel/Frame: 1553/0186

Recorded: February 7, 1997

Brief: ASSIGNMENT AND CHANGE OF NAME

ASSIGNEE(S): SANOFI-SYNTHELABO INC. (Delaware Corporation), 90 PARK AVENUE, NEW YORK, NY (New York), 10016, USA (United States of America)

Assignor(s): SANOFI PHARMACEUTICALS, INC. (Delaware Corporation)

Reel/Frame: 1967/0308

Recorded: September 29, 1999

Brief: CHANGE OF NAME

ASSIGNEE(S): FIRST HORIZON PHARMACEUTICAL CORPORATION (Delaware Corporation), 660 HEMBREE PARKWAY, SUITE 106, ROSWELL, GA (Georgia), 30076, USA (United States of America)

Assignor(s): SANOFI-SYNTHELABO INC. (Delaware Corporation)

Reel/Frame: 2403/0892

Recorded: November 28, 2001

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

FILING CORRESPONDENT: LINDA HEILMAN, 90 PARK AVENUE, NEW YORK NY 10016

2/5/1

DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
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05100330

MICROIRON II

INTL CLASS: 5 (Pharmaceuticals)

U.S. CLASS: 6 (Chemicals & Chemical Compositions)

18 (Medicines & Pharmaceutical Preparations)

44 (Dental, Medical & Surgical Appliances)

46 (Foods & Ingredients of Foods)

51 (Cosmetics & Toilet Preparations)

52 (Detergents & Soaps)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: NUTRITIONAL SUPPLEMENT FOR USE AS AN
INGREDIENT

IN PHARMACEUTICAL PREPARATIONS

SERIAL NO.: 75-100,330

REG. NO.: 2,114,768

REGISTERED: November 18, 1997

FIRST USE: June 28, 1996 (Intl Class 5)

FIRST COMMERCE: June 28, 1996 (Intl Class 5)

FILED: May 8, 1996

PUBLISHED: January 14, 1997

EXTENSION APPROVED: June 17, 1997

ALLOWANCE FILED: April 8, 1997

ORIGINAL APPLICANT: BOCK PHARMACAL COMPANY (Missouri Corporation)
, 510 MARYVILLE COLLEGE DRIVE, ST. LOUIS, MO (Missouri), 63141,
USA (United States of America)

OWNER AT PUBLICATION: BOCK PHARMACAL COMPANY (Missouri
Corporation), 510 MARYVILLE COLLEGE DRIVE, ST. LOUIS, MO
(Missouri), 63141, USA (United States of America)

1ST NEW OWNER AFTER PUBLICATION: SANOFI WINTHROP, INC.,

CURRENTLY

KNOWN AS SANOFI PHARMACEUTICALS, INC. (Delaware Corporation),
90 PARK AVENUE, NEW YORK, NY (New York), 10016, USA (United
States of America)

ASSIGNEE(S): MERCANTILE BANK OF ST. LOUIS NATIONAL ASSOCIATION
(National banking association), 721 LOCUST STREET, ST. LOUIS,
MO (Missouri), 63101, USA (United States of America)

Assignor(s): BOCK PHARMACAL COMPANY (Missouri Corporation)

Reel/Frame: 1450/0889

Recorded: July 2, 1996

Brief: COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

ASSIGNEE(S): SANOFI WINTHROP, INC., CURRENTLY KNOWN AS SANOFI

PHARMACEUTICALS, INC. (Delaware Corporation), 90 PARK AVENUE,
NEW YORK, NY (New York), 10016, USA (United States of America)

Assignor(s): BOCK PHARMACAL COMPANY (Missouri Corporation)

Reel/Frame: 1553/0186

Recorded: February 7, 1997

Brief: ASSIGNMENT AND CHANGE OF NAME

ASSIGNEE(S): SANOFI-SYNTHELABO INC. (Delaware Corporation), 90
PARK AVENUE, NEW YORK, NY (New York), 10016, USA (United States
of America)

Assignor(s): SANOFI PHARMACEUTICALS, INC. (Delaware
Corporation)

Reel/Frame: 1967/0308

Recorded: September 29, 1999

Brief: CHANGE OF NAME

ASSIGNEE(S): FIRST HORIZON PHARMACEUTICAL CORPORATION (Delaware
Corporation), 660 HEMBREE PARKWAY, SUITE 106, ROSWELL, GA
(Georgia), 30076, USA (United States of America)

Assignor(s): SANOFI-SYNTHELABO INC. (Delaware Corporation)

Reel/Frame: 2403/0892

Recorded: November 28, 2001

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

FILING CORRESPONDENT: HARVEY L. YUSMAN, GREENSFELDER, HEMKER
& GALE, P.C., 2000 EQUITABLE BUILDING, 10 SOUTH BROADWAY, ST.
LOUIS, MO 63102

3/5/1

DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED

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05082620

PRENATE ULTRA

INTL CLASS: 5 (Pharmaceuticals)

U.S. CLASS: 6 (Chemicals & Chemical Compositions)

18 (Medicines & Pharmaceutical Preparations)

44 (Dental, Medical & Surgical Appliances)

46 (Foods & Ingredients of Foods)

51 (Cosmetics & Toilet Preparations)

52 (Detergents & Soaps)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: MULTIVITAMIN, MULTIMINERAL NUTRITIONAL
SUPPLEMENT

FOR PREGNANT OR LACTATING WOMEN

SERIAL NO.: 75-082,620

REG. NO.: 2,131,143

REGISTERED: January 20, 1998

FIRST USE: June 28, 1996 (Intl Class 5)

FIRST COMMERCE: June 28, 1996 (Intl Class 5)

FILED: April 2, 1996

PUBLISHED: November 19, 1996

DECLARATION APPROVED: September 10, 1997

EXTENSION APPROVED: June 24, 1997

ALLOWANCE FILED: February 11, 1997

ORIGINAL APPLICANT: BOCK PHARMACAL COMPANY (Missouri Corporation)

, 510 MARYVILLE COLLEGE DRIVE, ST. LOUIS, MO (Missouri), 63141,

USA (United States of America)

OWNER AT PUBLICATION: BOCK PHARMACAL COMPANY (Missouri

Corporation), 510 MARYVILLE COLLEGE DRIVE, ST. LOUIS, MO

(Missouri), 63141, USA (United States of America)

1ST NEW OWNER AFTER PUBLICATION: SANOFI WINTHROP, INC. (Delaware

Corporation), 90 PARK AVENUE, NEW YORK, NY (New York), 10016,

USA (United States of America)

2ND NEW OWNER AFTER PUBLICATION: SANOFI PHARMACEUTICALS, INC.

(Delaware Corporation), 90 PARK AVENUE, NEW YORK, NY (New York)

, 10016, USA (United States of America)

ASSIGNEE(S): MERCANTILE BANK OF ST. LOUIS NATIONAL ASSOCIATION

(National banking association), 721 LOCUST STREET, ST. LOUIS,

MO (Missouri), 63101, USA (United States of America)

Assignor(s): BOCK PHARMACAL COMPANY (Missouri Corporation)

Reel/Frame: 1450/0889

Recorded: July 2, 1996

Brief: COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
 ASSIGNEE(S): SANOFI WINTHROP, INC., CURRENTLY KNOWN AS SANOFI
 PHARMACEUTICALS, INC. (Delaware Corporation), 90 PARK AVENUE,
 NEW YORK, NY (New York), 10016, USA (United States of America)
 Assignor(s): BOCK PHARMACAL COMPANY (Missouri Corporation)
 Reel/Frame: 1553/0186

Recorded: February 7, 1997

Brief: ASSIGNMENT AND CHANGE OF NAME
 ASSIGNEE(S): SANOFI-SYNTHELABO INC. (Delaware Corporation), 90
 PARK AVENUE, NEW YORK, NY (New York), 10016, USA (United States
 of America)
 Assignor(s): SANOFI PHARMACEUTICALS, INC. (Delaware
 Corporation)

Reel/Frame: 1967/0308

Recorded: September 29, 1999

Brief: CHANGE OF NAME
 ASSIGNEE(S): FIRST HORIZON PHARMACEUTICAL CORPORATION (Delaware
 Corporation), 660 HEMBREE PARKWAY, SUITE 106, ROSWELL, GA
 (Georgia), 30076, USA (United States of America)
 Assignor(s): SANOFI-SYNTHELABO INC. (Delaware Corporation)
 Reel/Frame: 2403/0892

Recorded: November 28, 2001

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
 OTHER U.S. REGISTRATIONS: 1252683
 FILING CORRESPONDENT: HARVEY L. YUSMAN, GREENSFELDER, HEMKER

&

GALE, P.C., 2000 EQUITABLE BUILDING, 10 SOUTH BROADWAY, ST.
 LOUIS, MO 63102

?DS

Set	Items	Description
S1	1	RN=2069343?
S2	1	RN=2114768?
S3	1	RN=2131143?

SCHEDULE C
United States Trademarks

BOCK PHARMACAL COMPANY

MARK	REG. NO.	REG. DATE
ZEPHREX LA	1,599,154	06/05/90
POLY-HISTINE EXPECTORANT	1,584,293	02/27/90
POLY-HISTINE DM	1,584,292	02/27/90
HEMASPAN	1,562,997	10/31/89
THEON	1,562,996	10/31/89
POLY-HISTINE-D	1,584,291	02/27/90
POLY-HISTINE CS	1,585,276	03/06/90
ZEPHREX	1,562,995	10/31/89
POLY-HISTINE ELIX'R	1,583,275	02/20/90
BRONCHOLATE	1,562,994	10/31/89
HISTUSSIN	1,547,034	07/11/89
DOLPRN	1,165,168	10/15/85
PRENATE 90	1,252,683	10/04/83
BOCK	1,728,834	11/03/92
BP (styled)	1,865,549	12/06/94
RAINBOW (design)	1,911,031	08/15/95
CHEMET	1,443,827	06/23/87
WELL BEING FOR MOTHERS TO BE	1,928,700	10/17/95

TRADEMARK
REF: 450 FRANK 0890

SCHEDULE D
United States Trademark Applications

BOCK PHARMACAL COMPANY

MARK	SERIAL NO.	REG. DATE
PRENATE ULTRA	75/082,620	4/2/96
MICROIRON II	75/100,330	5/8/96
MICROIRON	75/100,840	5/8/96

01/29/01 01 0/28/96

TRADE MARK
REEL 002473 FRAME 0565

**PATENT AND TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made and entered into this 28th day of June, 1996, by and between MERCANTILE BANK OF ST. LOUIS NATIONAL ASSOCIATION, a national banking association having a mailing address of 721 Locust Street, St. Louis, Missouri 63101 ("Bank") and BOCK PHARMACAL COMPANY, a Missouri corporation having a mailing address of 510 Maryville College Drive, St. Louis, Missouri 63141 ("Assignor").

PRELIMINARY STATEMENT. Assignor is justly indebted to Bank pursuant to, among other things, (i) that certain Revolving Credit and Term Loan Agreement dated the date hereof by and among Assignor, Highland Packaging Company and Bank (as the same may from time to time be amended, modified, extended or renewed, the "Loan Agreement") and (ii) that certain Revolving Credit Note of Assignor dated the date hereof and payable to the order of Bank in the principal amount of \$22,500,000.00 (as the same may from time to time be amended, modified, extended or renewed, the "Revolving Credit Note"). As collateral security for the payment of all of the present and future "Borrower's Obligations" (as defined in the Loan Agreement), Assignor has agreed to assign certain patent and trademark rights to Bank.

This Agreement is being executed in connection with and in addition to, among other things, that certain Security Agreement dated the date hereof and executed by Assignor in favor of Bank (as the same may from time to time be amended, modified, extended or renewed, the "Security Agreement"). Pursuant to the Security Agreement, (i) Assignor has granted Bank a lien on and security interest in, among other things, all accounts, inventory, machinery, equipment, books, records, goodwill, customer lists, trade secrets, patents, patent licenses, trademarks, trademark licenses and general intangibles of Assignor (collectively, the "Other Assets") and (ii) Bank has the right to foreclose on the Assignor's Other Assets in the event of the occurrence of any "Event of Default" (as defined in or within the meaning of the Loan Agreement or the Security Agreement).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees with Bank as follows:

1. **Collateral Assignment.** To secure the complete and timely payment of all of the present and future "Borrower Obligations" (as defined in the Loan Agreement) (the "Obligations"), Assignor hereby assigns, conveys and transfers to Bank its entire right, title and interest in and to the patents and patent applications and trademarks and trademark applications listed on Schedules A, B, C, and D attached hereto, respectively (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds

TRADEMARK
REEL: 002473 FRAME: 0566

of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Patents and Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

2. Representations, Warranties and Covenants of Assignor. Assignor represents, warrants, covenants and agrees that:

(a) to the best of Assignor's knowledge, the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not the subject of any challenge to their validity or enforceability;

(b) to the best of Assignor's knowledge, each of the Patents and Trademarks is valid and enforceable;

(c) to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person and no claims for patent or trademark infringement have been commenced in connection with any of the Patents or Trademarks;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and each of the Trademarks, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Inspection Rights. Assignor hereby grants to Bank and its employees and agents the right to visit Assignor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and to inspect the products and records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Bank to insure Assignor's compliance with Paragraphs 2(f) and/or 2(g) above.

4. Further Assurances. Assignor agrees that, until all of the obligations shall have been paid in full and Bank has no

- 2 -

TRADEMARK
REEL: 1450 FRAME: 0893

TRADEMARK
PAGE 06
REEL: 002473 FRAME: 0567

further commitment or obligation to make any additional loans or advances or other extensions of credit to Assignor under the Loan Agreement or otherwise, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Bank's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver to Bank any and all further instruments and documents and take any and all further action that may be necessary, or that Bank may reasonably request, in order to perfect and protect the collateral assignment granted or purported to be granted hereby with respect to the Patents and Trademarks or to enable Bank to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents and/or Trademarks. If, before all of the Obligations shall have been paid in full, Assignor shall obtain rights to any new patents or trademarks, the provisions of Paragraph 1 above shall automatically apply thereto and Assignor shall give Bank prompt written notice thereof.

6. Modification by Bank. Assignor authorizes Bank to modify this Agreement by amending Schedules A, B, C and/or D to include any future patents, patent applications, trademarks and/or trademark applications covered by Paragraphs 1 and 5 above, without the signature of Assignor if permitted by applicable law.

7. Grant of License to Assignor. So long as no "Event of Default" (as defined in or within the meaning of the Loan Agreement or the Security Agreement) has occurred and is continuing, Bank hereby grants to Assignor the exclusive, nontransferable (except as otherwise specifically permitted in the Loan Agreement), royalty-free right and license use the Patents and Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and (except as otherwise specifically permitted in the Loan Agreement) for none other. Except as specifically permitted in the Loan Agreement, Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Bank.

8. Default. If any "Event of Default" (as defined in or within the meaning of the Loan Agreement or the Security Agreement) shall have occurred and be continuing, Assignor's license of the Patents and Trademarks, as set forth in Paragraph 7 above, shall terminate forthwith, and Bank shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents and/or Trademarks may be located and, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public

- 3 -

TRADEMARK
REEL: 1450 FRAME: 0894

or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and reasonable attorneys' fees and expenses), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as Bank, in its sole discretion, may elect. Any remainder of the proceeds after payment in full of all of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents and/or Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents and/or Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Termination of Assignment. At such time as Assignor shall pay all of the Obligations in full and Bank shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Assignor under the Loan Agreement or otherwise, this Agreement shall terminate and Bank shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the Patents and Trademarks and to terminate and release any security interest or lien created hereby, subject to any disposition thereof which may have been made by Bank pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, any reasonable attorneys' fees and expenses incurred by Bank, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or the Trademarks, shall be borne and paid by Assignor on demand by Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate set forth in the Loan Agreement.

11. Preservation of Patents and Trademark Rights. Assignor shall have the duty to prosecute diligently any patent applications of the Patents and any trademark applications of the Trademarks pending as of the date of this Agreement, to make federal application on registrable but unregistered patents and trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or

- 4 -

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desirable to preserve and maintain all rights in the Patents and Trademarks. Any expenses incurred in connection with the Patents and Trademarks shall be borne solely by Assignor. Assignor shall not abandon any Patent or Trademark without the prior written consent of Bank, which consent shall not be unreasonably withheld. Notwithstanding any provision contained in this Agreement to the contrary, so long as no "Event of Default" (as defined in the Loan Agreement or the Security Agreement) has occurred and is continuing, Assignor shall have the right to abandon and/or discontinue its use of any Patents and/or Trademarks which, in the good faith opinion of the Board of Directors of Assignor, are not material and are not used or useable in the ordinary course of Assignor's business. Assignor shall have the right, with the prior written consent of Bank, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Patents and/or the Trademarks, in which event Bank may, if necessary, be joined as a nominal party to such suit if Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Bank for any and all damages, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by Bank in the fulfillment of the provisions of this Paragraph 11.

12. Bank Appointed Attorney-In-Fact. If any "Event of Default" (as defined in or within the meaning of the Loan Agreement or the Security Agreement) shall have occurred and be continuing, Assignor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Bank to use the Patents and/or the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Patents and/or the Trademarks to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement.

13. Bank May Act. If Assignor fails to comply with any of its obligations hereunder, Bank may do so in Assignor's name or in Bank's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Bank in full for all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by Bank in protecting, defending and maintaining the Patents and/or the Trademarks.

14. No Waiver. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial

- 5 -

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KILPATRICK STOCKTON

exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. Rights Cumulative. All of Bank's rights and remedies with respect to the Patents and the Trademarks, whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Amendments. This Agreement is subject to amendment or only by a writing signed by all of the parties hereto, except as provided in Paragraph 6 above.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Assignor may not assign or delegate any of its rights or obligations under this Agreement.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

- 6 -

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REEL: 002473 FRAME: 0571

IN WITNESS WHEREOF, Assignor and Bank have executed this Patent and Trademark Collateral Assignment and Security Agreement this 28th day of June, 1996.

BOCK PHARMACAL COMPANY ("Assignor")

By: Loren Peterson
Loren G. Peterson, Vice President
- Finance

MERCANTILE BANK OF ST. LOUIS NATIONAL ASSOCIATION ("Bank")

By: [Signature]
Title: Vice President

- 7 -

TRADE MARK
REEL: 002473 FRAME: 0898

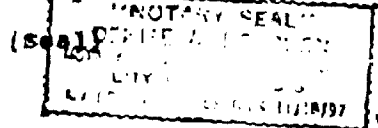
TRADE MARK
REEL: 002473 FRAME: 0572

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

On this 28th day of June, 1996, before me personally appeared Loren G. Peterson, to me personally known, who, being by me duly sworn, did say that he is the Vice President - Finance of Bock Pharmacal Company, a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Loren G. Peterson acknowledged said instrument to be the free act and deed of said corporation.

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



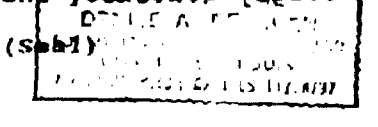
Dennis A. DeHorn
Notary Public

My Commission Expires: November 18, 1997.

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

On this 28th day of June, 1996, before me personally appeared Alex Bless, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Mercantile Bank of St. Louis National Association, a national banking association, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Alex Bless acknowledged said instrument to be the free act and deed of said corporation.

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



Dennis A. DeHorn
Notary Public

My Commission Expires: November 18, 1997.

SCHEDULE A
United States Patents

BOCK PHARMACAL COMPANY

<u>Patent No.</u>	<u>Date Issued</u>	<u>Description</u>
5,292,943	3/8/94	Chemet
4,550,193	10/29/85	Chemet

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REF. TO SERIAL 0900

SCHEDULE B
United States Patent Applications
BOCK PHARMACAL COMPANY

<u>Patent App. No.</u>	<u>Date Filed</u>	<u>Description</u>
08/380,787	1/30/95	Chemet

RECORDED 07 07 1996

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REF ID: A5018XNH 0901