

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

04-30-2002

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



102072585

To the Honorable Commissioner of

original documents or copy thereof.

1. Name of conveying party(ies):

Block Drug Corporation

- Individual(s)
- General Partnership
- Corporation-State New Jersey
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other

Execution Date: August 24, 2001

2. Name and address of receiving party(ies):

Name: Atrix Laboratories, Inc.

Street Address:
2579 Midpoint Drive
Fort Collins, CO 80525-4417

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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

4-30-02

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,219,251 2,135,253
1,912,165

Additional numbers attached? Yes No

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

Name: Carolyn M. Sandberg

Internal Address: 1195.000004
Schwegman, Lundberg, Woessner & Kluth, P.A.
P.O. Box 2938
Minneapolis, MN 55402-0938

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. Please charge any additional fees or credit any overpayments to our
Deposit account number: 19-0743

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.

Carolyn M. Sandberg
Name of Person Signing

Carolyn M. Sandberg
Signature
Total number of pages including cover sheet: 3

4/20/02
Date

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

EIGHTH AMENDMENT
ASSIGNMENT

WHEREAS, Block Drug Corporation (hereinafter "Block"), a New Jersey corporation with a business address of 105 Academy Street, Jersey City, New Jersey 07302-9988, is the owner of the trademarks and trademark registrations for ATRIDOX and ATRISORB (hereinafter "the Marks") as set forth in Attachment A hereto, and WHEREAS, Atrix Laboratories, Inc. (hereinafter "Atrix"), a Delaware corporation with a business address of 2579 Midpoint Drive, Fort Collins, Colorado 80525-4417, is desirous of acquiring said Marks and the registrations therefor in the United States and Canada, and any other associated intellectual property rights that are not specifically set forth in Attachment A, such as trade dress, copyrights and other intellectual property owned by Block and associated with the Marks:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Block does hereby assign to Atrix all right, title and interest in and to the Marks, together with any other associated intellectual property rights that are not specifically set forth in Attachment A, such as trade dress, copyrights and other intellectual property owned by Block and associated with the Marks, and the goodwill of the business symbolized thereby, subject to the Security Interest (as set forth in Exhibit B) in such Marks granted by Atrix to Block as of even date herewith.

BLOCK DRUG CORPORATION

By: Donald E. Palmer
Title: Secretary

Date: August 24, 2001

ATTACHMENT A
To
EXHIBIT B
To
EIGHTH AMENDMENT

ATRIX MARKS

Trademark Roster (01) (Grouped by Trademark)

ATRIDOX

<u>Country</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Registered Owner</u>	<u>Current Status</u>
Canada		850,064	07/07/1997	530,394	21/07/2000	Block Drug Corporation	Registered
United States	5	75080259	28/03/1996	2219251	19/01/1999	Block Drug Corporation	Registered

ATRISORE

<u>Country</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Registered Owner</u>	<u>Current Status</u>
Canada		824,209	25/09/1996	511,768	12/03/1999	Block Drug Corporation	Registered
United States	10	75081223	29/03/1996	2135253	10/02/1998	Block Drug Corporation	Registered
United States	5	74102606	02/10/1990	1912165	15/08/1995	Block Drug Corporation	Sec. 8/15 Accepted

Exhibit B-2

EIGHTH AMENDMENT**ASSIGNMENT**

WHEREAS, Arix Laboratories, Inc., a Delaware Corporation ("Arix"), with its principal place of business at 2579 Midpoint Drive, Fort Collins, Colorado 80525-4417, is the owner of the trademarks and trademark registrations for ATRIDOX and ATRISORB (hereinafter "the Marks") as set forth in Attachment A hereto, and WHEREAS, Block Drug Corporation (hereinafter "Block"), a New Jersey corporation with a business address of 105 Academy Street, Jersey City, New Jersey 07302-9988, is desirous of acquiring said Marks therefor in the United States and Canada;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Arix does hereby assign to Block all right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

ATRIX LABORATORIES, INC.

By: 

Charles P. Cox, Ph.D., MBA
Senior Vice President,
Corporate Development

EIGHTH AMENDMENT

SECURITY INTEREST AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Arix Laboratories, Inc., a Delaware Corporation ("Arix"), with its principal place of business at 2579 Midpoint Drive, Fort Collins, Colorado 80525-4417, hereby assigns, grants and mortgages to Block Drug Corporation, a New Jersey corporation ("Block"), with its principal place of business at 105 Academy Street, Jersey City, New Jersey 07302-9988, a security interest in all of Arix' right, title and interest in and to the trademarks and trademark registrations (the "Marks") set forth in Attachment A to this Agreement, attached hereto.

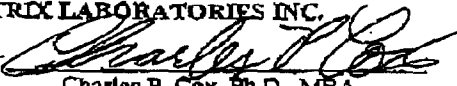
THIS AGREEMENT is entered into to secure the full and prompt performance and payment of all the obligations of Arix as set forth in the Eighth Amendment to Agreement between Arix and Block dated as of even date herewith. Upon the satisfaction of all payments to Block from Arix as set forth in the Eighth Amendment to Agreement, Block shall, upon such satisfaction, execute, acknowledge and deliver to Arix such statements, documents or other instruments in writing as may be reasonably requested by Arix releasing the security interest and mortgage in the Marks granted under this Agreement.

UPON the occurrence and during the continuance of any default by Arix of the obligations set forth in the Eighth Amendment to Agreement, Block shall have the right, without notice to or consent by Arix, to implement and record the Assignment of the Marks back to Block as set forth in Exhibit 1 to this Agreement, attached hereto.

The undersigned have executed this Agreement as of the date first above written.

ATRIX LABORATORIES INC.

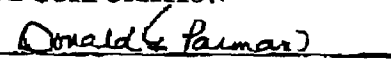
By



Charles P. Cox, Ph.D., MBA
Senior Vice President,
Corporate Development

BLOCK DRUG CORPORATION

By



Name: Donald F. Parman

Title: Secretary