

08-20-2002

FORM PTO-1594  
1-31-92



SHEET  
Y

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102196132

07-26-02

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):  
Syntex Puerto Rico, Inc.  
Bo. Mariana Road  
909 Km 2.2  
Humacao, Puerto Rico 00791

- Individual(s)
- General Partnership
- Corporation - Panama
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of Conveyance:
- Assignment
  - Security Agreement
  - Other \_\_\_\_\_
  - Merge
  - Change of Name

Execution Date: April 1, 2002

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

A. Trademark Application No.(s)

Attached original documents or copy thereof.

and address of receiving party(ies):  
Syntex Pharmaceuticals International Limited  
Corner House, Church and Parliament Streets  
Hamilton HM 12  
Bermuda

- Individual(s) citizenship
- General Partnership
- Corporation - Bermuda
- Other \_\_\_\_\_
- Association
- Limited partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

B. Trademark Registration No.(s)

951192, 996040, 1920670

Additional numbers attached?  Yes  No

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

Name: Lorraine M. Anderson, Esq.

Address: Hoffmann-La Roche Inc.  
340 Kingsland St.  
Nutley, NJ 07110

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 08-2520

(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.

Lorraine M. Anderson  
Name of Person Signing

*Lorraine M. Anderson*  
Signature

7/23/02  
Date

Total number of pages comprising cover sheet:

1

08/19/2002 DBYRNE 00000203 082520 951192

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Do not detach this portion

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

Commissioner for Trademarks, Box Assignments  
2900 Crystal Drive, North Tower  
Arlington, VA 22202

Public burden reporting for this ample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

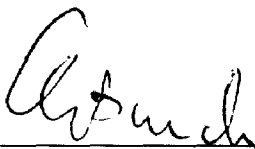
DESIGNATION OF DOMESTIC REPRESENTATIVE

Assignee: Syntex Pharmaceuticals International Limited

Trademarks: ANAPROX, Reg. No. 996040  
NAPROSYN, Reg. No. 951192  
EC-NAPROSYN, Reg. No. 1920670

Lorraine M. Anderson of Hoffmann-La Roche Inc., 340 Kingsland Street, Nutley, New Jersey, is hereby designated assignee's representative upon whom notice or process in proceedings affecting the mark may be served.

Syntex Pharmaceuticals International Limited



By: C. George Burch  
President



John Stout  
Director

## ASSIGNMENT, BILL OF SALE AND ASSUMPTION OF LIABILITIES AGREEMENT

This Assignment, Bill of Sale and Assumption of Liabilities Agreement (the "Agreement") is made as of this 1st day of April, 2002, by and between Syntex Puerto Rico, Inc., a Panama corporation (the "Transferor"), and Syntex Pharmaceuticals International Limited, a Bermuda corporation (the "Transferee").

### WITNESSETH:

WHEREAS, the Transferor is the owner of the U.S. trademarks Naprosyn®, EC Naprosyn®, and Anaprox®, which are utilized in the marketing of certain pharmaceutical products; and

WHEREAS, the Transferee wishes to purchase such trademarks for use in its pharmaceutical business and Transferor is willing to sell such trademarks to Transferee.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration in this Agreement, the parties agree as follows:

1. The Transferor hereby sells, conveys, transfers, assigns and delivers to the Transferee all of the Transferor's right, title and interest in and to the U.S. trademarks Naprosyn®, EC Naprosyn®, and Anaprox® (the "Assets"), free and clear of any liens, charges, claims, pledges, encumbrances or other restrictions of any kind.

2. As consideration for the transfer of the Assets, Transferee will pay Transferor one U.S. dollar (\$1.00) within thirty days of the date of this Agreement.

3. To have and to hold all of the Assets above unto the Transferee, its successors and assigns, the Transferor does hereby covenant and agree that it will from time to time, if requested by the Transferee, its successors or assigns, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, to the Transferee, its successors and assigns such and all further acts, transfers, assignments, deeds, powers and assurances of title, and additional documents and instruments, and do or cause to be done all acts or things as often as may be proper or necessary, to better assure, transfer, assign and convey all of the Assets hereby conveyed, transferred or assigned, to effectively carry out the intent hereof, and to vest in the Transferee the entire right, title and interest of the Transferor in and to all of the Assets, and the Transferor will warrant and defend the same to the Transferee, its successors and assigns forever against all claims or demands whatsoever.

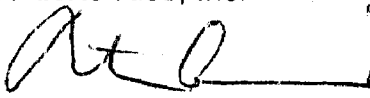
4. The Transferor hereby constitutes and appoints the Transferee (and its successors and assigns) as the true and lawful attorney of the Transferor, with full power of substitution for the Transferor and in its name or stead or otherwise, by and on behalf of and for the benefit of the Transferee (and its successors and assigns) to demand and receive from time to time any and all of the Assets heretofore or hereby assigned, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of the Transferor or otherwise, any and all proceedings at law, in equity or otherwise, which the Transferee (and its successors and assigns) may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assets, and to

defend or compromise any and all actions, suits or proceedings in relation thereto as the Transferee (and its successors and assigns) shall deem desirable. The Transferor hereby declares that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by the Transferor in any manner or for any reason.

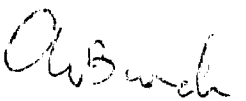

5. The rights and liabilities of the parties hereto shall be governed by and construed in accordance with the laws of Bermuda applicable to contracts made and to be performed entirely therein and without giving effect to its choice or conflict of laws rules or principles.

IN WITNESS WHEREOF, the Transferor and the Transferee have caused this Agreement to be executed by their duly authorized signatories on the date first set forth above.

Syntex Puerto Rico, Inc.

By:   
Roberto R. Alemán H.

Syntex Pharmaceuticals International Limited

By:    
C. GEORGE BURCH      JOHN S. T. STOUT  
PRESIDENT              DIRECTOR