

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-12-2002

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



102219139

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New **8-27-02**
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/11/2002 6TOM11 00000116 2217752

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40.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002579 FRAME: 0418

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 703-684-5600

Name

JAMES E. SHLESINGER, ESQ.

Address (line 1)

SHLESINGER, ARKWRIGHT & GARVEY LLP

Address (line 2)

3000 SOUTH EADS STREET

Address (line 3)

ARLINGTON, VIRGINIA 22202

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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| 2217752 | | |
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Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

\$40.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

19-2105

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

James E. Shlesinger
Name of Person Signing

Signature

Date Signed

8/27/02

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is made and entered into on FEB. 14, 2001 by and among IGI, Inc., a New Jersey corporation ("IGI"), Igen, Inc., a Delaware corporation ("Igen"), Immunogenetics, Inc., a Delaware corporation ("Immunogenetics") and, together with IGI and Igen, the "Assignor") and Genesis Pharmaceutical, Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor has developed, adopted and/or owns valuable rights in that certain trademark for any and all goods and services related thereto, both registered and unregistered relating, as more fully described in Schedule A attached hereto and made a part hereof (the "Trademark"); and

WHEREAS, Assignor and Assignee have entered into that certain Manufacturing and Supply Agreement, dated as of FEB 14, 2001 (the "Supply Agreement"); and

WHEREAS, pursuant to the Supply Agreement and in connection with the transactions contemplated therein, Assignor has agreed to convey to Assignee all of Assignor's rights in the Trademark; and

WHEREAS, Assignee is desirous of acquiring the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignor hereby sells, transfers, assigns, releases and sets over to Assignee, effective as of FEB. 14, 2001, all of Assignor's right, title and interest in and to the Trademark and the registration thereof, and in and to (i) the goodwill of the business in connection with which the Trademark is used, including, but not limited to, all formulas, know-how and data necessary to manufacture the Products (as defined in that certain Manufacturing and Supply Agreement, dated FEB. 14, 2001 by and among Assignor and Assignee), which Products are to bear the Trademark, and (ii) all rights and privileges pertaining to the Trademark, including, without limitation, the right to sue for and retain the proceeds of previous infringements thereof, TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, from and after the effective date hereof.

2. Assignor represents and warrants that it has good title to said Trademark and that it has not assigned, conveyed, transferred, sold, encumbered, licensed or failed to maintain any rights under said Trademark.

3. At the further request of Assignee, Assignor shall cooperate with Assignee and execute all further necessary documents prepared by Assignee for recording transfer of title to Assignee in said Trademark.

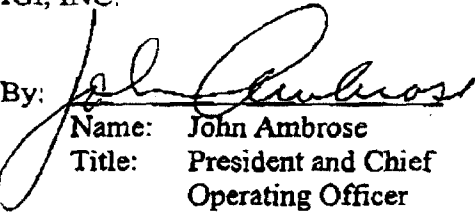
4. Assignor agrees that neither it, nor its assignees, subsidiaries, stockholders, directors, officers, employees or agents will hereafter adopt or use any trademark or name similar to the Trademark or which tends to dilute their distinctiveness.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

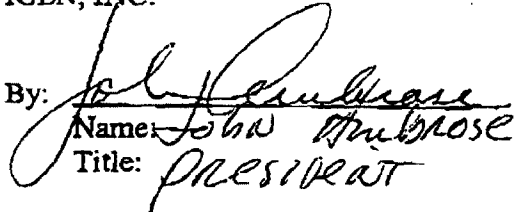
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives in conformity with the bylaws of said Assignor, effective as of the date set forth above.

“ASSIGNORS”

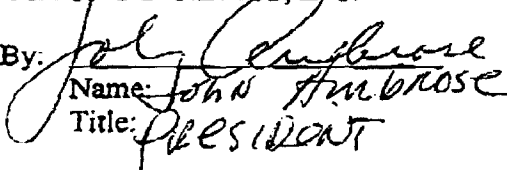
IGI, INC.

By: 
Name: John Ambrose
Title: President and Chief Operating Officer

IGEN, INC.

By: 
Name: John Ambrose
Title: President

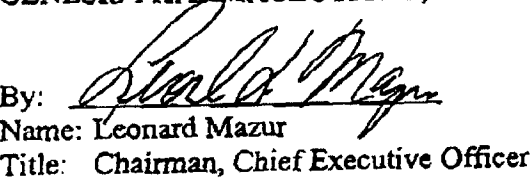
IMMUNOGENETICS, INC.

By: 
Name: John Ambrose
Title: President

Receipt Acknowledged:

“ASSIGNEE”

GENESIS PHARMACEUTICAL, INC.

By: 
Name: Leonard Mazur
Title: Chairman, Chief Executive Officer

SCHEDULE A
to
Assignment of Trademarks

| Trademark | Registration No. | Registration Date |
|-----------|---------------------|----------------------|
| WELLSKIN | 2217752 | January 12, 1999 |

NY01/EISEG/592131.2

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** TOTAL PAGE.06 **

RECORDED: 08/27/2002

TRADEMARK
REEL: 002579 FRAME: 0423