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Form PTO-1594

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OMB No. 0651-0027 (exp. 5/31/2002)



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U. S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Tab settings => => =>

102247239

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

1 Name of conveying party(ies):

Bioglan Pharma Plc

10.8.02

- Individual(s)
- General Partnership
- Corporation-~~State~~ England
- Other

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

3. Nature of Conveyance

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

Execution Date: March 22, 2002

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

Name: Bioglan Pharmaceuticals Company

Internal Address:

Street Address: 4709 Creekstone Drive, Riverbirch Bldg.

City: Durham State: NC Zip: 27703

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

OFFICE OF PUBLIC RECORDS
2002 OCT -8 AM 10:35
FINANCE SECTION

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

A. Trademark Application No.(s)

Additional number(s) attached

B. Trademark Registration No.(s)

1,436,153; 2,183,172; 2,194,468; 2,196,817; 2,239,725

Yes No

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

Name: John L. Welch, Esq.

Internal Address: Foley Hoag, LLP

Street Address: 155 Seaport Boulevard

City: Boston State: MA Zip: 02210

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- 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

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.

John L. Welch

Name of Person Signing

John L. Welch
Signature

October 8, 2002

Date

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

4

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

10/10/2002 TDIARZ1 00000151 1436153

01 FC:481 40.00 OF

02 FC:482 100.00 OF

20/521648.1

TRADEMARK
REEL: 002596 FRAME: 0819

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made and dated as of the 22nd day of March, 2002, by **Bioglan Pharma Plc (in administration)**, a corporation organized under the laws of England and Wales ("**Assignor**"), and Bioglan Pharmaceuticals Company (formerly known as Q-Bioglan, Inc.), a corporation organized under the laws of North Carolina ("**Assignee**").

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 22, 2002 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, certain assets, including without limitation certain of the trademarks of Assignor. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, trademark applications, trade names and product names, relating to the products set forth on Schedule A attached hereto, including without limitation the United States trademark applications and registrations set forth on Schedule B attached hereto (all of the foregoing being referred to herein as the "**Marks**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, sell, convey and grant to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in any applicable jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be duly executed as of the date first above written.

**BIOGLAN PHARMA PLC (in
administration) acting by its
administrator (without personal liability)**

By: _____


David Duggins

SCHEDULE A

Products

Adoxa

A-Fil

Afirm

Benzashave

Beta-liftx

Clindamycin/benzoyl peroxide

Exorex

Packer's Pine Tar Soap

Pramegel

Solaraze

Theramycin Z

Zonalon

SCHEDULE B

Trademarks

Trademark	Country	App. No. and Date	Reg. No. and Date	Reg. Owner
BIOGLAN	United States of America	74/191427 8/5/91	2194468 10/13/98	Bioglan Pharma Plc
BIOGLAN	United States of America	73/789021 3/27/89	2183172 8/25/98	Bioglan Pharma Plc
BIOGLAN BG (AND DESIGN)	United States of America	74/191195 8/5/91	2196817 10/20/98	Bioglan Pharma Plc
BM BIOGLAN MICELLIZED (AND DESIGN)	United States of America	73/452049 11/9/83	1436153 4/14/87	Bioglan Pharma Plc
DELIVERING SERIOUS MEDICINE FOR DERMATOLOGY	United States of America	75/349487 8/29/97	2239725 4/13/99	Bioglan Pharma Plc