

10-16-2002



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

REC: TI

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

Tab settings

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

1. Name of conveying party(ies):

Numark Laboratories, Inc

10.4.02

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

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

3. Nature of conveyance:

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

Execution Date: December 1, 1998

2. Name and address of receiving party(ies)

Name: Lee Pharmaceuticals, Inc

Internal Address:

Street Address: 1434 Santa Anita Ave

City: South El Monte State: CA Zip: 91733

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State California, 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. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 0,946,443

Additional number(s) attached Yes No

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

Name:

Internal Address: Molly D. McKay, P.C.

Street Address: 3207 E. 22nd Street

City: Tulsa State: OK Zip: 74114-1823

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed, Authorized to be charged to deposit account only in event of underpayment

8. Deposit account number:

13-0470

(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.

Molly D. McKay

Name of Person Signing

Signature

10/03/2002

Date

Total number of pages including cover sheet, attachments, and document: 8

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

10/16/2002 GTOM11 00000031 0946443

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TRADEMARK REEL: 002598 FRAME: 0714

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale"), made to be effective as of the 1st day of December, 1998, by and among NUMARK LABORATORIES, INC., a New Jersey corporation ("Seller") and LEE PHARMACEUTICALS, INC., a California corporation ("Purchaser").

Pursuant to an Asset Purchase Agreement dated December 1, 1998 (the "Agreement") among Seller and Purchaser, Seller has agreed to transfer and deliver to Purchaser as of the date hereof, all of the Assets (as defined below). Capitalized terms used in this Bill of Sale and not defined herein shall have the respective meanings assigned to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns and conveys to Purchaser, its successors and assigns forever, all of Seller's right, title and interest, legal or equitable, in and to the following assets (the "Assets"):

The Assets shall consist of the following:

- (1) All worldwide rights, title and interest, including the goodwill associated therewith, in the following product line (the "Products"), including any and all agreements (whether purchase, royalty, or license) (the "Ownership Agreements") relating to the ownership of the Products, and all "Intangibles" (as defined in Section 8(g) of the Agreement), related to the Products. The Products are Amitone, Beau Kreml, Femiron, Liquiprin, Rosemilk, Venture and Zonite.
- (2) The existing purchase orders for inventory and other product supplies, supplier and contract manufacturing agreements, written sales representatives and distributorship agreements, and customer agreements or arrangements of the Seller and/or Menley & James Laboratories, Inc. ("M&J") relating to the Products (the

"Contracts"), all as set forth on Exhibit "A" to the Agreement

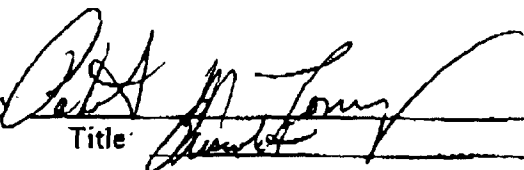
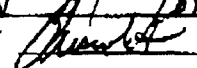
- (3) Copies of customer, supplier, sales representative and distributor lists, advertisements and ad sheets and records of Seller which Purchaser determines in good faith, prior to Closing, it needs to carry on the business currently being conducted by Seller with respect to the Assets
- (4) Any and all tools, dies, jig molds and other tangible personal property needed or used to manufacture the Products as set forth on Exhibit "B" to the Agreement, plus the miscellaneous equipment and supplies related to such equipment.
- (5) The Inventory of Seller related to the Products (as defined in Sections 8(i) and 15 of the Agreement)

To have and to hold, all of the foregoing Assets, unto Purchaser, its successors and assigns forever.

Seller will, from time to time, execute and deliver to Purchaser such additional documents, certificates and conveyances as Purchaser may reasonably require to accomplish or perfect the transfer of the Assets

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale to be executed as of the date first above written

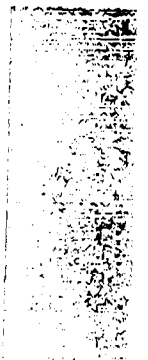
NUMARK LABORATORIES, INC

By  _____
 Title  _____

Agreed and accepted as of the date first above written by
LEE PHARMACEUTICALS, INC.

By: Ronald G Lee

Name: RONALD G LEE



TRADEMARK ASSIGNMENT

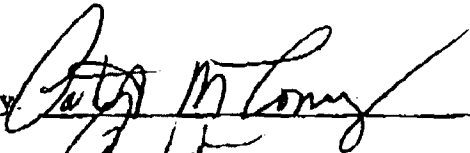
WHEREAS, NUMARK LABORATORIES., INC., a New Jersey corporation, with offices at P.O. Box 6321, Edison New Jersey 08818 ("ASSIGNOR"), is the owner of the registered trademarks and currently filed applications for registration listed on Schedule A attached hereto; and

WHEREAS, LEE PHARMACEUTICALS, INC., a California corporation with its principal place of business at 1434 Santa Anita Avenue, South El Monte, California 91733 ("ASSIGNEE"), is desirous of acquiring said registered trademarks and applications for registration;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR by these presents does hereby sell, assign, and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, all of the ASSIGNOR's right, title and interest in and to said registered trademarks and applications for registration, together with the goodwill of the business symbolized by said trademarks, along with the right to recover for any present or future infringements of aforesaid marks.

AGREED and executed as noted below.

NUMARK LABORATORIES, INC.

By: 
Title: President

STATE OF NEW JERSEY)

) ss

COUNTY OF MIDDLESEX)

On December 1, 1998 before me, PATRICK M LONEGAN, personally appeared

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that each executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

MARIA VIGNOLA
NOTARY PUBLIC STATE OF NEW JERSEY
COMMISSION EXPIRES JULY 1, 1999

Maria Vignola
SIGNATURE OF NOTARY

EXHIBIT "A"

Trademarks

Amitone

Beau Kremi

Femiron

Liquiprin

Rosemilk

Venture

Zonite