

10-28-2002

Form PTO-1594

(Rev. 03/01)

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



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

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

1 Name of conveying party(ies):  
BPI New Corp. 10/18/02

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

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

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 18 PM 3:15  
FINANCE SECTION

3. Nature of Conveyance

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: March 22, 2002

4 Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s) 1,831,026

Additional number(s) attached  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: 1

7. Total fee (37 CFR 3.41) ..... \$ 40.00  
 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                      John L. Welch                      October 18, 2002  
Name of Person Signing                      Signature                      Date

10/25/2002 JJALLAN2 00000047 1831026  
01 FC:0521                      40.00 **OP** 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

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made and dated as of the 22nd day of March, 2002, by BPI New Corp. (formerly known as Bioglan Pharma Inc.), a Delaware corporation (“**Assignor**”), and Bioglan Pharmaceuticals Company (formerly know as Q-Bioglan, Inc.), a North Carolina corporation (“**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 application and registration set forth on Schedule B attached hereto (being referred to herein as the “**Mark**”).

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 Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the 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.

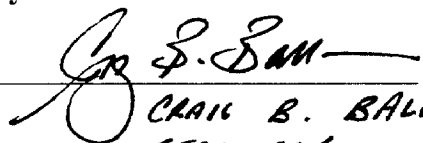
IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be duly executed as of the date first above written.

**BPI NEW CORP.**  
**acting by Bioglan Pharmaceuticals**  
**Company under duly granted power of**  
**attorney**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
CRAIG B. BALLARD  
SECRETARY

## **SCHEDULE A**

### **Products**

Adoxa

A-Fil

Afirm

Benzashave

Beta-liftx

Exorex

Packer's Pine Tar Soap

Pramegel

Solaraze

Theramycin Z

Zonalon

# SCHEDULE B

## Trademark

<b>Trademark</b>	<b>Country</b>	<b>App. No. and Date</b>	<b>Reg. No. and Date</b>	<b>Reg. Owner</b>
MISCELLANEOUS DESIGN (BIOGLAN CORPORATE LOGO)	United States of America	74/335238 11/27/92	1831026 4/19/94	Bioglan Pharma Inc.