

12-12-2002



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REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

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

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 Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____ *MRE 12/9/02*

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

2. Name and address of receiving party(ies)
Name: Bioglan Pharmaceuticals Company
Internal
Address: 7 Great Valley Parkway
Street Address: Suite 301
City: Malvern State: PA Zip: 19355

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11/13/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
78/054,140
 Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robert E. Rosenthal
 Internal Address: Duane Morris LLP
 Street Address: One Liberty Place
 City: Philadelphia State: PA Zip: 19103-7396

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1679

DO NOT USE THIS SPACE

9. Signature.
Robert E. Rosenthal
 Name of Person Signing

Robert E. Rosenthal
Signature

December 2, 2002
Date

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

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

FINANCE SECTION
12/11/02 11:20

12/11/2002 DBYRNE 00000042 041679 78054140
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SCHEDULE A

Bioglan Pharmaceutical Company

U.S. Trademark Application

<u>Mark</u>	<u>Serial No.</u>
ADOXA	78/054,140

Canada Trademark Application

ADOXA	1,102,238
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TRADEMARK ASSIGNMENT

This Assignment, effective on November 13, 2002, between the undersigned, Bioglan Pharma Inc., a Delaware company, with its principal place of business located at 7 Great Valley Parkway, Suite 301, Malvern PA 19355 (the "Assignor"), and Bioglan Pharmaceutical Company, a Delaware company, with its principal place of business located at 7 Great Valley Parkway, Suite 301, Malvern PA 19355 (the "Assignee"), transfers and assigns from Assignor to Assignee, for the entire world, all right, title, and interest in and to the marks and the U.S. trademark application and Canadian trademark application for the marks described in Schedule A attached hereto, and the goodwill of the business associated therewith (collectively, the "Trademarks"), which assignment is being made to Assignee as successor to the portion of the business of Assignor to which the Trademarks pertain, which business is ongoing and existing.

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest throughout the world in and to the Trademarks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Trademarks, the applications and registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademarks, for the use and behoof of Assignee and its successors, assigns or other legal representatives and to prosecute such applications and registrations in the United States Patent and Trademark Office and the Canadian Intellectual Property Office, respectively.


After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademarks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademarks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

BIOGLAN PHARMA INC.

Date: November 13, 2002

By: 
Name: Craig B. Ballaron
Title: Power of Attorney