

01-21-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECC TR

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): New River Pharmaceuticals Inc.

1-17-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 12/31/2002

2. Name and address of receiving party(ies)

Name: Harvest Pharmaceuticals Inc Internal Address: The Governor Tyler Street Address: 1902 Downey Street City: Radford State: VA Zip: 24141

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Virginia 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) 2,585,587; 2,293,362; 1,223,881; 2,366,911 and 681,389

Additional number(s) attached Yes No

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

Name: Robert E. Rosenthal, Esquire

Internal Address:

Street Address: One Liberty Place

City: Philadelphia State: PA Zip: 19103

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:

DO NOT USE THIS SPACE

9. Signature.

Robert E. Rosenthal, Esquire Name of Person Signing

Signature

01/10/2003

Date

Total number of pages including cover sheet, attachments, and document: 4

01/21/2003 ECOOPER 00000013 2585387

01 FC:8521 02 FC:8522

40.00 DP 100.00 DP

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

OFFICE OF THE COMMISSIONER FINANCE SECTION 200 JAN 17 AM 10:51

TRADEMARK ASSIGNMENT

The undersigned, New River Pharmaceuticals Inc., a Virginia Corporation and formerly known as Lotus Biochemical Corporation, with its principal place of business located at The Governor Tyler, 1902 Downey Street, Radford, Virginia 24141 (the "Assignor"), hereby transfers and assigns to Harvest Pharmaceuticals Inc, a Virginia Corporation, with its principal place of business located at The Governor Tyler, 1902 Downey Street, Radford, Virginia 24141 (the "Assignee"), all right, title, and interest in and to the marks described in Exhibit A, which is attached hereto and is incorporated by reference herein, and the goodwill of the business associated therewith and the portion of the business of Assignor relating to the marks set forth in Exhibit A (collectively, the "Marks").

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 in and to the Marks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Marks, the application and registration therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such application and registration in the United States Patent and Trademark Office or in any foreign jurisdiction.

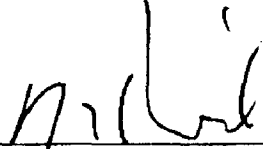
After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment 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 Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks 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.

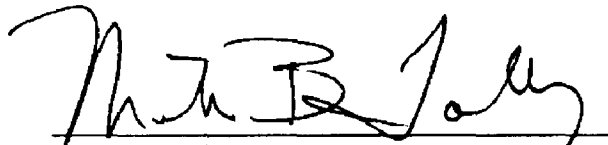
NEW RIVER PHARMACEUTICALS INC.

Dated: December 31, 2002

By: 
Randal J. Kirk
Chairman, President & CEO

This 31st day of December, 2002, before me personally came the before-mentioned Randal J. Kirk, known as the individual who executed the foregoing Trademark Assignment, who acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed, and in the capacity therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.


Notary Public

My Commission Expires:
September 30, 2004

(SEAL)



EXHIBIT A

Trademarks

Classic Therapy for Migraine	United States of America	75/376,981 October 21, 1997	2,585,587 June 25, 2002
Ergomar & Design	United States of America	75/376,600 October 21, 1997	2,293,362 November 16, 1999
Easprin	United States of America	73/320,913 July 27, 1981	1,223,881 January 18, 1983
Easprin & Design	United States of America	75/488,394 May 20, 1998	2,366,911 July 11, 2000
Ergomar	United States of America	72/059,562 September 25, 1958	681,389 July 7, 1959
Ergomar & Design	South Korea	10533/98 April 21, 1998	446,625 April 21, 1999
Ergomar	South Korea	10534/98 April 21, 1998	446,624 April 21, 1999