

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
VIATRIS GMBH & CO. KG

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

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

2. Name and address of receiving party(ies):  
MEDPOINTE HEALTHCARE INC.  
265 Davidson Avenue  
Somerset, New Jersey 08875-6833

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

Domestic representative is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: April 14, 2003

4. (A.) Trademark Application No.(s)

Additional numbers attached?  Yes  No

4. (B.) Trademark Registration No.(s)  
2543490  
2200939


5. Correspondence should be mailed to:  
**VICTOR M. TANNENBAUM**  
**ABELMAN, FRAYNE & SCHWAB**  
150 East 42nd Street  
New York, New York 10017

6. Total number of applications and registrations involved:..... **2**

7. Total fee (37 CFT 3.41): ..... \$ **65.00**  
 Enclosed  
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)  
 Authorized to be charged to deposit account  
Deposit account number: 01-0035  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. 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.*

VICTOR M. TANNENBAUM                                            7/16/03  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet, attachments and documents: **5**

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of April 14, 2003 ("*Effective Date*") by and between Viatris GmbH & Co. KG, a company organized under the laws of Germany, having its principal place of business at Weismuellerstrasse 45 D-60314 Frankfurt am Main, Germany ("*Assignor*"), and MedPointe Healthcare Inc., a Delaware corporation, having a principal place of business at 265 Davidson Avenue, Suite 300, P.O. Box 6833, Somerset, New Jersey 08875-6833 ("*Assignee*").

WHEREAS, pursuant to that certain Asset Purchase Agreement which Assignor, Assignee and Viatris, Inc. ("*Viatris US*") have entered into on April 14, 2003 (the "*Purchase Agreement*") whereby Assignee has agreed to purchase from Muro Pharmaceutical, Inc. ("*Muro*"), Viatris US and Assignor, and Muro, Viatris US and Assignor have agreed to sell to Assignee, all assets used by them to distribute, market, promote, use and sell Optivar® (the "*Product*") in the United States and Canada; and

WHEREAS, it is a condition to Assignee's obligations under the Purchase Agreement that Assignor assign to Assignee all trademarks and service marks used or held for use in connection with the Product in the United States and Canada including, without limitation, the trademark and service mark registrations and applications for registration set forth on Schedule A attached hereto in each case, together with any common-law rights in such trademarks and service marks and the goodwill of the business associated therewith, (collectively, the "*Marks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and Canada, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured now or hereafter, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks in the United States, and the corresponding entity or agency in Canada, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation and testifying as to the facts and circumstances surrounding this Assignment), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without

**SCHEDULE A**  
**TRADEMARK REGISTRATIONS**

<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	OPTIVAR	2543490	2/26/02
United States	OPTILAST	2200939	11/3/98

**TRADEMARK APPLICATIONS**

<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
Canada	OPTIVAR	1101656	4/30/01
Canada	OPTILAST	0830248	11/28/96
Canada	OPTILAST	1161378	12/10/02

limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions.

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