

05-08-2003

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

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

Tab settings

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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): Maersk Medical Limited

4.14.03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company (UK)

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

3. Nature of conveyance:

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

Execution Date: February 28, 2003

2. Name and address of receiving party(ies)

Name: Bertek Pharmaceuticals Inc.

Internal Address: 530 Davis Drive

Street Address:

City: Durham State: NC Zip: 27713

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Texas, 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)

1337531

Additional number(s) attached Yes No

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

Name: Roberta R. Wilson

Internal Address: DKW Law Group, PC

58th Floor - U.S. Steel Tower

Pittsburgh PA 15219

Street Address: 600 Grant Street

City: Pittsburgh State: PA Zip: 15219

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:

500287

(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.

Roberta R. Wilson, Reg. No. 48,614 Name of Person Signing

Roberta R. Wilson Signature

4/14/03 Date

Total number of pages including cover sheet, attachments, and document: 7


05/07/2003 610M11 00000167 500287 1337531 01 FC:8521 40.00 CH

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

TRADEMARK REEL: 002727 FRAME: 0430

(1) MAERSK MEDICAL LIMITED
AND
(2) BERTEK PHARMACEUTICALS INC.

ASSIGNMENT
SORBSAN TRADE MARK AND NAME
(US, its territories and possessions and all
Caribbean countries)

Pinsent
Curtis
Biddle 

TRADEMARK
REEL: 002727 FRAME: 0431

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THIS ASSIGNMENT is dated the 28th day of February 2003

BETWEEN:-

- (1) **MAERSK MEDICAL LIMITED** (formerly Pharma-Plast Limited) incorporated in England and Wales under the Companies Acts (No. 00976940) and having its registered office at Thornhill Road, North Moons Moat, Redditch, Worcestershire B98 9NI ("**Assignor**");
- (2) **BERTEK PHARMACEUTICALS INC.** (formerly Dow Hickam Pharmaceuticals Inc) a Texas corporation and having its principal trading office at 530 Davis Drive, Durham, North Carolina 27713 United States of America ("**Assignee**").

IT IS AGREED as follows:-

- A. The Assignor is the registered proprietor of the Trade Marks and has rights in the Name;
- B. Pursuant to a Licence and Supply Agreement dated as of 27 April 1989 between Dow B Hickman Inc (the predecessor in title to the Assignee) and Coates Viyella Medical Limited (the predecessor in title to the Assignor) the Assignor agreed to assign to the Assignee all its rights in and to the Trade Mark and the Name.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this Assignment, unless the context otherwise requires:

"Affiliate Company" means as regards any party, a company controlled by, controlling or under common control with that party and, for the purpose of this definition, "control" is defined as ownership (whether directly or indirectly) or actual control of more than 50% of the total voting rights conferred by all the shares then in issue or any other interest conferring the right to elect a majority of the directors of, or persons performing a similar function for, that company;

"Agreement" means the Licence and Supply Agreement dated as of 27 April 1989 between Dow B. Hickman Inc. and Coates Viyella Medical Limited as amended;

"Name" means the unregistered name and mark "Sorbsan" in the Territory;

"Trade Mark" means the registered trade mark listed in the Schedule;

"Territory" means the United States of America, its territories and possessions and all Caribbean countries.

1.2 Interpretation

1.2.1 references in this Assignment to the singular shall include the plural and vice versa;

1.2.2 references in this Assignment to clauses and schedules are to clauses in and schedules to this Assignment;

1.2.3 the headings in this Assignment are for convenience only and shall not affect the interpretation of this Assignment.

2. **ASSIGNMENT**

2.1 In consideration of the payment by the Assignee to the Assignor of US\$10 (ten US dollars) receipt of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee all of its rights to the Trade Mark and the Name (free from all liens, charges, security interest and/or encumbrances whatsoever) including

2.1.1 any common law rights (or similar rights arising anywhere in the Territory) and all the goodwill associated with, symbolised by or attaching in the Territory to the Trade Mark and the Name; and

2.1.2 all rights of action which may have accrued to the Assignor in the Territory in respect of the Trade Mark and the Name including, but not limited to, the right for the Assignor to take action in the Territory against any third party in respect of the Trade Mark and the Name (including proceedings against any third party for infringement of the Trade Mark or for passing off or for otherwise infringing in the Territory the rights of the Assignor in the Trade Mark and the Name) and the right to seek damages for infringement, misuse or passing off in the Territory of the Trade Mark and the Name occurring prior to the date of this Assignment.

3. **WARRANTY**

The Assignor hereby warrants that:-

3.1 it is the legal and beneficial owner of the Trade Mark and the Name and has the full power to enter into this Assignment;

3.2 so far as the Assignor is aware, there are no licences or consents in favour of third parties in the Territory in respect of the Trade Mark and the Name subsisting as at the date of this Assignment (save for the licence granted to the Assignee in the Agreement);

3.3 so far as it is aware, the Assignor has not either by act or omission, caused or permitted anything to be done which might adversely affect the validity of the Trade Mark or the Assignor's rights in the Name in the Territory;

3.4 the fees, costs and charges required for the maintenance of the Trade Mark have been duly paid;

3.5 the Schedule hereto comprises full and accurate details of the Trade Mark;

3.6 as at the date of this Assignment the Assignor has not received any written notification that the use in the Territory of the Trade Mark and the Name infringes any third party intellectual property rights.

4. **CESSATION OF USE**

With effect from the date of this Assignment, the Assignor shall:-

4.1 immediately cease use of the Trade Mark and the Name in the Territory including, without limitation, the offer for sale and sale of products anywhere in the Territory bearing the Trade Mark and Name or marketed under them; and

4.2 not procure, assist or enable any third party to undertake the activities referred to in clause 4.1 above.

5. FURTHER ASSURANCE

5.1 The Assignor hereby agrees and covenants that at the cost and request of the Assignee at any time and from time to time it will for a period of not less than 18 months from the date of execution hereof execute or procure the execution of such deeds or documents and do or procure such acts or things as may be necessary or desirable to give effect to this Assignment including, but not limited to, such acts as are required to enable the Assignee to become the registered proprietor of the Trade Mark.

5.2 In the event that proceedings are at any time instituted by way of claim, petition or counterclaim impugning the validity of the Trade Mark, the Assignor shall render all reasonable assistance to the Assignee in relation thereto (including participation in proceedings) subject to payment by the Assignee of all the Assignor's reasonable costs, fees and expenses in relation thereto.

5.3 Save for any breaches of the terms of this Assignment by either of the parties, the Assignor and Assignee agree and acknowledge that neither the Assignor nor the Assignee has any actual or potential claim, action or cause of action of any description whatsoever (whether arising under the terms of the Agreement or otherwise) against the other party or any of their directors, shareholders, officers, employees, licensees or agents or any Affiliate of the other party in respect of the Name and the Trade Mark.

6. ENTIRE AGREEMENT

6.1 This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements of whatsoever nature, communications, drafts, representations and undertakings whether oral or written between the parties and any of their predecessors in title, or any of their respective shareholders, directors, officers, employees or agents in relation to the assignment of the Trade Mark and the Name.

6.2 The Assignor and Assignee expressly agree and acknowledge that this Assignment does not in any way supersede, replace, amend or modify any of the terms of the Agreement and that the Agreement remains in full force and effect in accordance with its terms.

7. LAW AND JURISDICTION

7.1 This Assignment is governed by and shall be construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English Courts, in any dispute arising out of the interpretation or enforcement of this Assignment.

8. SURVIVAL OF REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

8.1 The representations, warranties, covenants and agreements of the Assignor and Assignee arising out of this Assignment shall survive the execution of this Assignment.

9. COUNTERPARTS

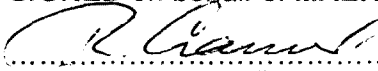
9.1 This Assignment shall be executed in two counterparts each of which when executed and delivered shall be an original but the counterparts together shall constitute one and the same instrument.


THIS ASSIGNMENT is hereby signed by the parties on the date above written

THE SCHEDULE
THE TRADE MARK

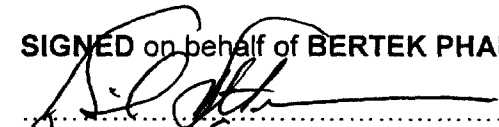
Country	Mark	Registration No.	Registration Date	Class
United States of America	SORBSAN	1337531	28.05.85	5

SIGNED on behalf of MAERSK MEDICAL LIMITED by Remy Cramer (Director)

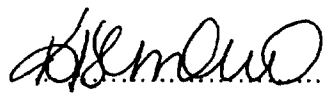

.....
REMY CRAMER
in the presence of:

Witness Signature 
Full Name: KIM ANDERSEN
Address: KETTEBAKKEN 10
2942 SKODSBORG
DENMARK

SIGNED on behalf of BERTEK PHARMACEUTICALS INC by


.....
DAVID SATTER
(Director)

in the presence of:

Witness Signature 
Full Name: KRISTEN E. DUKE
Address: 6904 Glendower rd
Raleigh, NC 27613
USA