

05-09-2003

07917626 US

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

102444023

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.

<p>1. Name of conveying party(ies): Harmony Laboratories, Inc. S.L.O.B</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ North Carolina</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>HL Acquisition Corporation</u> Internal Address: _____ Street Address: <u>316 W. Edenton St., Suite 110</u> City: <u>Raleigh</u> State: <u>NC</u> Zip: <u>27603</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>North Carolina</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>April 30, 2003</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>78052154,</u> <u>78066687, 76436334, 75221406</u> B. Trademark Registration No.(s) <u>2468232,</u> <u>2003122, 1981974, 1900302, 1810433</u></p> <p style="text-align: center;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher S. Nesbit, Esq.</u> Internal Address: <u>Helms Mulliss & Wicker, PLLC</u> <u>P.O. Box 31247</u> Street Address: <u>201 North Tryon Street</u> City: <u>Charlotte</u> State: <u>NC</u> Zip: <u>28231</u></p>	<p>6. Total number of applications and registrations involved: 27</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>690.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
DO NOT USE THIS SPACE	
<p>9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p><u>J. Michael Gorman</u> Name of Person Signing</p> </div> <div style="width: 30%; text-align: center;"> <p><u>[Signature]</u> Signature</p> </div> <div style="width: 30%; text-align: right;"> <p><u>5-1-03</u> Date</p> </div> </div> <p style="font-size: small; text-align: center;">Total number of pages including cover sheet, attachments, and document: </p> </p>	

05/08/2003 TBI/ZZI 00000030 70932154
 01 FC:0521 40.00 BP
 02 FC:0522 630.00 BP

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

TRADEMARK
 REEL: 002728 FRAME: 0859

Harmony Laboratories, Inc.

Trademarks

<i>Mark Name</i>	<i>Application #</i>	<i>Registration #</i>
ALPHA REAGENTS	75/153,312	
COURTESIES	73/575,333	1,418,865
MAUI ALOE	74/556,944	
MAUI GOLD	74/556,945	
MAUI SUN	74/556,950	
NATHERA	74/485,839	1,884,510
QUATRIX	73/674,445	1,534,926
QUATRIX	74/307,212	
THERA SUN	74/697,416	1,982,537
THERACAINE	74/538,440	
THERACEUTICALS	75/190,414	
THERACORT	74/380,562	1,810,433
THERACURE	74/736,006	2,008,175
THERAGEN	73/635,450	1,456,009
THERAGEN	74/342,181	1,790,087
THERAGEN	74/406,961	1,830,099
THERATEIN	73/635,451	1,456,010
THERATEIN	74/406,962	2,024,778

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

^{MSJ}
April 30, 2003, This Assignment of Servicemarks and Trademarks (this "Assignment") is made as of April 30, 2003, by and among **HL ACQUISITION CORPORATION**, a North Carolina corporation ("Assignee"), **HARMONY LABORATORIES, INC.**, a North Carolina corporation ("Harmony"), **THERAGEN, LLC**, a North Carolina limited liability company ("Theragen"), and **GORMAN, LLC**, a North Carolina limited liability company ("Gorman LLC") (Harmony, Theragen and Gorman LLC are sometimes referred to herein, individually, as "Assignor" and, collectively, as "Assignee").

Assignee, Assignors, J. Michael Gorman and Richard M. Gorman, as trustee, are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which Assignors have agreed to sell to Assignee, and Assignee has agreed to buy from Assignors, the Assets (as defined in the Agreement), including, without limitation, the servicemarks, trademarks and trade names of Assignors. Pursuant to the Agreement, Assignors have agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

In accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of each Assignor's worldwide right, title and interest in, to and under each Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including, without limitation, the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, each Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of each Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said 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 the said Assignors had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

SCHEDULE A

List of Marks

Trademarks:

Owner	Serial No.	Reg. No.	Word Mark	Live/Dead
Harmony	78052154		THEROXIDIL	LIVE
Harmony	78066687		THERACIDE	DEAD
Harmony	76436334		ALOE BURST	LIVE
Harmony	75616538	2468232	THERALACTIN	LIVE
Harmony	75006729	2003122	MEDIGEL	LIVE
Harmony	75221406		REAGENTS	DEAD
Harmony	75190414		THERACEUTICALS	DEAD
Harmony	75153312		ALPHA REAGENTS	DEAD
Harmony	74342181	1790087	THERAGEN	LIVE
Harmony	74565827	1981974	THERANAIL	DEAD
Harmony	74522889	1900302	NATHERA	LIVE
Harmony	74380562	1810433	THERACORT	LIVE
Harmony	74697416	1982537	THERA SUN	LIVE
Harmony	74485839	1884510	NATHERA	DEAD
Harmony	74406962	2024778	THERATEIN	LIVE
Harmony	74736006	2008175	THERACURE	LIVE
Harmony	74556950		MAUI SUN	DEAD
Harmony	74556945		MAUI GOLD	DEAD
Harmony	74556944		MAUI ALOE	DEAD
Harmony	74538440		THERACAINE	DEAD
Harmony	74406961	1830099	THERAGEN	DEAD
Harmony	74307212		QUATRIX	DEAD
Harmony	73674445	1534926	QUATRIX	LIVE
Harmony	73635451	1456010	THERATEIN	LIVE
Harmony	73635450	1456009	THERAGEN	LIVE
Harmony	73575333	1418865	COURTESIES	DEAD

Domain Name: www.theragen.com

Names: Harmony Laboratories, Harmony Labs and Theragen



HELMS MULLISS WICKER

Helms Mulliss & Wicker, PLLC Attorneys at Law
Charlotte Raleigh Wilmington www.hmw.com

Gina Eikenberry-Wray
704.343.2161
Fax 704.444.8807
gina.eikenberry-wray@hmw.com

201 North Tryon Street
Charlotte, NC 28202
P.O. Box 31247 (28231)
704.343.2000
f 704.343.2300

May 6, 2003

VIA EXPRESS MAIL – ET 507917626 US

Director
United States Patent and Trademark Office
Box Assignment
Washington, D.C. 20231

Re: Harmony Laboratories, Inc. – Assignment of Trademarks

Dear Sirs:

Enclosed for filing in your office is a Recordation Form Cover Sheet - Trademarks Only, an additional page with additional Application and Registration Numbers, as well as the Assignment document. Also enclosed is a check in the amount of \$690.00 to cover the requisite filing fee.

Please date-stamp and return the enclosed self-addressed, postage paid, receipt post-card.

Should you have any questions regarding this filing please contact the undersigned at (704) 343-2161.

Sincerely yours,

HELMS MULLISS & WICKER, PLLC

Gina Eikenberry-Wray
Intellectual Property Paralegal

Enclosure

cc: Marcus S. Lee, Esq.

RECORDED: 05/06/2003

TRADEMARK
REEL: 002728 FRAME: 0864