

06-30-2003

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



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

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102485074 ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
Fisons Ltd. (British Corp.) 6.26.03  
Fisons Corp. (Mass. State Corp.)  
Aventis Pharma B.V. (Holland Corp.)  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Fisons Investments, Inc. (DE Corp.)  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Medeva Pharmaceuticals Manufacturing, Inc.  
Internal  
Address: \_\_\_\_\_  
Street Address: 755 Jefferson Road  
City: Rochester State: New York Zip: 14623  
 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 Assignment of Entire Interest and goodwill  
Execution Date: 2/15/2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
Delsym 1267664  
Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 4  
7. Total fee (37 CFR 3.41).....\$ 290.00  
 Enclosed  
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Kim M. Shaffer  
Internal Address: Celltech Americas, Inc.  
Legal Affairs Dept.  
Street Address: 755 Jefferson Road  
City: Rochester State: New York Zip: 14623

8. Deposit account number:  
N/A  
(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.*  
Kim M. Shaffer Kim Shaffer 06/20/03  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document: 1

06/27/2003 LMUELLER 00000113 1267664

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

01 FC:8521  
02 FC:8522

40.00 DP  
250.00 DP

TRADEMARK  
REEL: 002766 FRAME: 0285

## EXHIBIT A

### PATENTS

PATENT NUMBER	COUNTRY	OWNER
4,221,778	UNITED STATES	FISONS INVESTMENTS
4,448,774	UNITED STATES	FISONS INVESTMENTS
4,517,179	UNITED STATES	FISONS INVESTMENTS
4,522,818	UNITED STATES	FISONS INVESTMENTS
4,762,709	UNITED STATES	FISONS INVESTMENTS
5,124,152	UNITED STATES	FISONS INVESTMENTS

PATENT/APPLICATION NUMBER	COUNTRY	OWNER
124027	EUROPEAN NATION	FISONS INVESTMENTS
8426434	AUSTRALIA	FISONS INVESTMENTS
8402110	DENMARK	FISONS INVESTMENTS
78395	PORTUGAL	FISONS INVESTMENTS
8401696	FINLAND	FISONS INVESTMENTS
60004124	JAPAN	FISONS INVESTMENTS
8403141	SOUTH AFRICA	FISONS INVESTMENTS
8602418	SPAIN	FISONS INVESTMENTS
71506	ISRAEL	FISONS INVESTMENTS
662947	SWITZERLAND	FISONS INVESTMENTS
124027	EUROPEAN NATION	FISONS INVESTMENTS
3482402	GERMANY	FISONS INVESTMENTS
8304926	SOUTH AFRICA	FISONS INVESTMENTS
8303733	FINLAND	FISONS INVESTMENTS
8316435	AUSTRALIA	FISONS INVESTMENTS

59070617	JAPAN	FISONS INVESTMENTS
69139	ISRAEL	FISONS INVESTMENTS
8303675	AUSTRIA	FISONS INVESTMENTS

## TRADEMARKS RELATING TO PRODUCTS

TRADEMARK	REGISTRATION NUMBER	COUNTRY	OWNER
DELSYM	1931234 (Application No.)	ARGENTINA	FISONS INVESTMENTS
DELSYM	A403304	AUSTRALIA	FISONS INVESTMENTS
DELSYM	396548	BENELUX	FISONS INVESTMENTS
DELSYM	439997	CHILE	FISONS INVESTMENTS
DELSYM	30717 (Application No.)	COLOMBIA	FISONS INVESTMENTS
DELSYM	64577	COSTA RICA	FISONS INVESTMENTS
DELSYM	34875	DOMINICAN REPUBLIC	FISONS INVESTMENTS
DELSYM	676	ECUADOR	FISONS INVESTMENTS
DELSYM	66217	EGYPT	FISONS INVESTMENTS
DELSYM	1264967	FRANCE	FISONS INVESTMENTS
DELSYM	1194040	GREAT BRITAIN	FISONS INVESTMENTS
DELSYM	76519	GREECE	FISONS INVESTMENTS
DELSYM	49157	GUATEMALA	FISONS INVESTMENTS
DELSYM	41135	HONDURAS	FISONS INVESTMENTS
DELSYM	286338	INDONESIA	FISONS INVESTMENTS
DELSYM	108182	IRELAND	FISONS INVESTMENTS
DELSYM	58080	ISRAEL	FISONS INVESTMENTS
DELSYM	391496	MEXICO	FISONS INVESTMENTS

TRADEMARK	REGISTRATION NUMBER	COUNTRY	OWNER
DELSYM	12942	NETHERLANDS ANTILLES	FISONS INVESTMENTS
DELSYM	151112	NEW ZEALAND	FISONS INVESTMENTS
DELSYM	14985CC	NICARAGUA	FISONS INVESTMENTS
DELSYM	033307	PANAMA	FISONS INVESTMENTS
DELSYM	84/0981	SOUTH AFRICA	FISONS INVESTMENTS
DELSYM	86/110	SALVADOR	FISONS INVESTMENTS
DELSYM	530097	TAIWAN	FISONS INVESTMENTS
DELSYM	145771	THAILAND	FISONS INVESTMENTS
DELSYM	271970 (Application No.)	URUGUAY	FISONS INVESTMENTS
DELSYM	1267664	UNITED STATES	FISONS INVESTMENTS
DELSYM	139986F	VENEZUELA	FISONS INVESTMENTS
DELSYM (CHINESE SCRIPT)	570236	TAIWAN	FISONS INVESTMENTS
DELSYM (THAILAND SCRIPT)	150871	THAILAND	FISONS INVESTMENTS
DIMINEX	363015	MEXICO	FISONS INVESTMENTS
GASTROCROM	1173875	UNITED STATES	FISONS INVESTMENTS
HYLOREL	19426	CYPRUS	FISONS INVESTMENTS
HYLOREL	1161/79	HONG KONG	FISONS INVESTMENTS
HYLOREL	366845	ITALY	FISONS INVESTMENTS
HYLOREL	M/81394	MALAYSIA	FISONS INVESTMENTS
HYLOREL	298496	SWITZERLAND	FISONS INVESTMENTS
HYLOREL	1066577	UNITED STATES	FISONS INVESTMENTS
HYLOREL	99797-F	VENEZUELA	FISONS INVESTMENTS

TRADEMARK	REGISTRATION NUMBER	COUNTRY	OWNER
HYLOREL	26604	YUGOSLAVIA	FISONS INVESTMENTS
IONAMIN	1931236 (Application No.)	ARGENTINA	FISONS INVESTMENTS
IONAMIN	91544	BENELUX	FISONS INVESTMENTS
IONAMIN	279130 (Application No.)	CHILE	FISONS INVESTMENTS
IONAMIN	160580	CHINA	FISONS INVESTMENTS
IONAMIN	175601	COLOMBIA	FISONS INVESTMENTS
IONAMIN	22300	COSTA RICA	FISONS INVESTMENTS
IONAMIN	8876	CYPRUS	FISONS INVESTMENTS
IONAMIN	66219	EGYPT	FISONS INVESTMENTS
IONAMIN	785063	GREAT BRITAIN	FISONS INVESTMENTS
IONAMIN	31261	GREECE	FISONS INVESTMENTS
IONAMIN	17517	GUATEMALA	FISONS INVESTMENTS
IONAMIN	15005	HONDURAS	FISONS INVESTMENTS
IONAMIN	2874/91	HONG KONG	FISONS INVESTMENTS
IONAMIN	80696	IRELAND	FISONS INVESTMENTS
IONAMIN	61716	ISRAEL	FISONS INVESTMENTS
IONAMIN	M/92653	MALAYSIA	FISONS INVESTMENTS
IONAMIN	26373CC	NICARAGUA	FISONS INVESTMENTS
IONAMIN	105526 (Application No.)	PAKISTAN	FISONS INVESTMENTS
IONAMIN	11575	PANAMA	FISONS INVESTMENTS
IONAMIN	012301	PERU	FISONS INVESTMENTS
IONAMIN	15651	PHILIPPINES	FISONS INVESTMENTS
IONAMIN	176460	PORTUGAL	FISONS INVESTMENTS
IONAMIN	21426	PUERTO RICO	FISONS INVESTMENTS

TRADEMARK	REGISTRATION NUMBER	COUNTRY	OWNER
IONAMIN	366/30 (Application No.)	SALVADOR	FISONS INVESTMENTS
IONAMIN	S/5109/81	SINGAPORE	FISONS INVESTMENTS
IONAMIN	310915	SWITZERLAND	FISONS INVESTMENTS
IONAMIN	499478	TAIWAN	FISONS INVESTMENTS
IONAMIN	KOR28396	THAILAND	FISONS INVESTMENTS
IONAMIN	682108	UNITED STATES	FISONS INVESTMENTS
IONAMIN	12350/94 (Application No.)	VENEZUELA	FISONS INVESTMENTS
IONAMIN (CL1/CL3/CL5)	129043	MEXICO	FISONS INVESTMENTS
IONAMINA	36762-A	BOLIVIA	FISONS INVESTMENTS
IONAMINA	15934	NICARAGUA	FISONS INVESTMENTS
IONAMINA	14799	PUERTO RICO	FISONS INVESTMENTS
IONAMINA	13985/36	SALVADOR	FISONS INVESTMENTS
IONAMINA	46135	VENEZUELA	FISONS INVESTMENTS
IONAMINE	410296	SWITZERLAND	FISONS INVESTMENTS
K-NORM	1467950	UNITED STATES	FISONS INVESTMENTS
MICROX	474782	ITALY	FISONS INVESTMENTS
MYKROX	A527165	AUSTRALIA	FISONS INVESTMENTS
MYKROX	131176	AUSTRIA	FISONS INVESTMENTS
MYKROX	460368	BENELUX	FISONS INVESTMENTS
MYKROX	73688	COSTA RICA	FISONS INVESTMENTS
MYKROX	48195	DOMINICAN REPUBLIC	FISONS INVESTMENTS
MYKROX	1571157	FRANCE	FISONS INVESTMENTS
MYKROX	63116	GUATEMALA	FISONS INVESTMENTS
MYKROX	52493	HONDURAS	FISONS INVESTMENTS

TRADEMARK	REGISTRATION NUMBER	COUNTRY	OWNER
MYKROX	290514	INDONESIA	FISONS INVESTMENTS
MYKROX	199114 (Application No.)	NEW ZEALAND	FISONS INVESTMENTS
MYKROX	053074	PANAMA	FISONS INVESTMENTS
MYKROX	(Application filed 4/6/90)	SALVADOR	FISONS INVESTMENTS
MYKROX	243693	SWEDEN	FISONS INVESTMENTS
MYKROX	378519	SWITZERLAND	FISONS INVESTMENTS
MYKROX	145772	THAILAND	FISONS INVESTMENTS
MYKROX	1595998	UNITED STATES	FISONS INVESTMENTS
MYKROX (THAILAND SCRIPT)	153174	THAILAND	FISONS INVESTMENTS
PEDIAPRED	991/90 (Application No.)	GUATEMALA	FISONS INVESTMENTS
PEDIAPRED	1457972	UNITED STATES	FISONS INVESTMENTS
PENNKINETIC	1321729	UNITED STATES	FISONS INVESTMENTS
PENNKINETIC	1411963	UNITED STATES	FISONS INVESTMENTS
TUSS-IONEX	83263	IRELAND	FISONS INVESTMENTS
TUSSIONEX	A138064	AUSTRALIA	FISONS INVESTMENTS
TUSSIONEX	91546	BENELUX	FISONS INVESTMENTS
TUSSIONEX	36607-A	BOLIVIA	FISONS INVESTMENTS
TUSSIONEX	34454	COSTA RICA	FISONS INVESTMENTS
TUSSIONEX	17748	GUATEMALA	FISONS INVESTMENTS
TUSSIONEX	14997	HONDURAS	FISONS INVESTMENTS
TUSSIONEX	M/92657	MALAYSIA	FISONS INVESTMENTS
TUSSIONEX	15933	NICARAGUA	FISONS INVESTMENTS
TUSSIONEX	11576	PANAMA	FISONS INVESTMENTS

TRADEMARK	REGISTRATION NUMBER	COUNTRY	OWNER
TUSSIONEX	14802	PUERTO RICO	FISONS INVESTMENTS
TUSSIONEX	13982/36	SALVADOR	FISONS INVESTMENTS
TUSSIONEX	S/5113/81	SINGAPORE	FISONS INVESTMENTS
TUSSIONEX	535873	TAIWAN	FISONS INVESTMENTS
TUSSIONEX	149296	THAILAND	FISONS INVESTMENTS
TUSSIONEX	205653	URUGUAY	FISONS INVESTMENTS
TUSSIONEX	656009	UNITED STATES	FISONS INVESTMENTS
TUSSIONEX	44292	VENEZUELA	FISONS INVESTMENTS
TUSSIONEX (THAILAND SCRIPT)	150077	THAILAND	FISONS INVESTMENTS
TUSSIONEX-P	65306	COSTA RICA	FISONS INVESTMENTS
ZAROXOLYN	67430	AUSTRIA	FISONS INVESTMENTS
ZAROXOLYN	10983	BANGLADESH	FISONS INVESTMENTS
ZAROXOLYN	91553	BENELUX	FISONS INVESTMENTS
ZAROXOLYN	609207504	BRAZIL	FISONS INVESTMENTS
ZAROXOLYN	125198	COLOMBIA	FISONS INVESTMENTS
ZAROXOLYN	41375	COSTA RICA	FISONS INVESTMENTS
ZAROXOLYN	18595	DOMINICAN REPUBLIC	FISONS INVESTMENTS
ZAROXOLYN	66221	EGYPT	FISONS INVESTMENTS
ZAROXOLYN	1574117	FRANCE	FISONS INVESTMENTS
ZAROXOLYN	931927	GREAT BRITAIN	FISONS INVESTMENTS
ZAROXOLYN	880712	GERMANY	FISONS INVESTMENTS
ZAROXOLYN	45066	GREECE	FISONS INVESTMENTS
ZAROXOLYN	25757	GUATEMALA	FISONS INVESTMENTS
ZAROXOLYN	17471	HONDURAS	FISONS INVESTMENTS



TRADEMARK	REGISTRATION NUMBER	COUNTRY	OWNER
ZAROXOLYN	445/71	HONG KONG	FISONS INVESTMENTS
ZAROXOLYN	75989	IRELAND	FISONS INVESTMENTS
ZAROXOLYN	M195C004246 (Application No.)	ITALY	FISONS INVESTMENTS
ZAROXOLYN	47926	LEBANON	FISONS INVESTMENTS
ZAROXOLYN	60975	PAKISTAN	FISONS INVESTMENTS
ZAROXOLYN	16554	PANAMA	FISONS INVESTMENTS
ZAROXOLYN	SAB/14175	SABA	FISONS INVESTMENTS
ZAROXOLYN	206/58	SALVADOR	FISONS INVESTMENTS
ZAROXOLYN	SAR/9528	SARAWAK	FISONS INVESTMENTS
ZAROXOLYN	S/49970	SINGAPORE	FISONS INVESTMENTS
ZAROXOLYN	384838	SWITZERLAND	FISONS INVESTMENTS
ZAROXOLYN	40220	THAILAND	FISONS INVESTMENTS
ZAROXOLYN	891484	UNITED STATES	FISONS INVESTMENTS
ZAROXOLYN (CL1/2/3/4/5/17/ 29)	149878	MEXICO	FISONS INVESTMENTS

### TRADEMARKS RELATING TO INACTIVE PRODUCTS

TRADEMARK	REGISTRATION NUMBER	COUNTRY	OWNER
BIFETAMINA	13984/36	SALVADOR	FISONS INVESTMENTS
BIPHETAMINE	91547	BENELUX	FISONS INVESTMENTS
BIPHETAMINE	8874	CYPRUS	FISONS INVESTMENTS
BIPHETAMINE	31260	GREECE	FISONS INVESTMENTS
BIPHETAMINE	15007	HONDURAS	FISONS INVESTMENTS
BIPHETAMINE	372893	ITALY	FISONS INVESTMENTS

BIPHETAMINE	631189	UNITED STATES	FISONS INVESTMENTS
CORSYM	A582810	AUSTRALIA	FISONS INVESTMENTS
CORSYM	110156	IRELAND	FISONS INVESTMENTS
CORSYM	1912370	JAPAN	FISONS INVESTMENTS
CORSYM	105283	PAKISTAN	FISONS INVESTMENTS
CORSYM (CHINESE SCRIPT)	597547	TAIWAN	FISONS INVESTMENTS
CORSYM (CL1/3/5)	357997	MEXICO	FISONS INVESTMENTS
CORSYM (ROMAN AND CHINESE SCRIPT)	535934	TAIWAN	FISONS INVESTMENTS

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (the "**Agreement**"), dated as of February 15, 2001 and effective as of January 1, 2001, is entered into among Fisons Limited, an English corporation and successor to Fisons Plc, Fisons Corporation, a Massachusetts corporation, Aventis Pharma B.V., a company organized under the laws of Holland and successor to Fisons B.V., and Fisons Investments Inc., a Delaware corporation, on the one hand (each, to the extent of its rights to the Intellectual Property (as defined below), "**Licensor**") and Medeva Pharmaceuticals Manufacturing, Inc., formerly known as Medeva Rochester Inc., a Delaware corporation, on the other hand ("**Licensee**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the License Agreement (as defined below), which License Agreement also incorporates by reference the definitions contained in the Asset Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of June 6, 1996, between Licensor (or certain predecessors of Licensor) and Licensee and certain Affiliates of Licensee (the "**Asset Purchase Agreement**"), the Licensee purchased from Licensor (or certain predecessors of Licensor) all of such Licensor's rights to the Transferred Assets of the Business, as more fully set forth therein; and

WHEREAS, Licensor (or certain predecessors of Licensor) and Licensee have entered into a License Agreement, dated as of July 2, 1996, as amended, (the "**License Agreement**") whereby, among other things, Licensor granted to Licensee, and Licensee acquired from Licensor (or certain predecessors of Licensor), (i) an exclusive right (even as against Licensor) to use and sublicense the use of the Intellectual Property in the Territory related to the Licensed Products listed on **Exhibit B** hereto, subject to the third party rights, restrictions, conditions and limitations contained in the Assumed Contracts and the Contracts listed on Schedule 4.7 to the Asset Purchase Agreement, and (ii) a Purchase Option to purchase all of the Licensor's right, title and interest in and to the Intellectual Property on January 1, 2001, subject to the restrictions and limitations contained in the Assumed Contracts and the rights of third parties and the restrictions and limitations under the Contracts listed on Schedule 4.7 to the Asset Purchase Agreement; and

WHEREAS, Licensee has exercised the Purchase Option in accordance with Section 8.1(a) of the License Agreement by notice to Licensor dated September 13, 2000 and had previously prepaid the net present value of the Exercise Price in accordance with Section 3.2 of the Asset Purchase Agreement; and

WHEREAS, Licensor now desires to transfer the Intellectual Property to Licensee in accordance with the License Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements contained in the License Agreement and this Agreement, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Transfer of Intellectual Property. Licensor hereby transfers, sells, conveys, assigns and delivers to Licensee, and the Licensee purchases and accepts from Licensor, all of Licensor's right, title and interest in and to the Intellectual Property in the Territory, including the Patents and Trademarks in connection with the Licensed Products in the Territory as listed in **Exhibit A** hereto\*, and the Know-How, free and clear of all Liens other than the following: (i) the terms and conditions of this Agreement and the License Agreement; (ii) the restrictions and limitations contained in the Assumed Contracts; and (iii) the rights of third parties and restrictions and limitations under the Contracts listed in Schedule 4.7 to the Asset Purchase Agreement. Nothing in this Agreement shall be deemed or construed to mean that the Intellectual Property transferred hereby is broader or different from the Intellectual Property licensed to Licensee under the License Agreement.

\* as maintained and/or prosecuted by Licensee

*John*  
*Jim*  
4/18/01  
4/18/01  
GHW 5/7/01

2. Representations and Warranties of Licensor.

(a) Organization, Good Standing, Power and Authority. Each entity comprised in the definition of Licensor (a "Transferor") is a company duly incorporated or otherwise organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and has the full legal power and authority to execute and deliver this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement by the Transferors, and the performance by them of their obligations hereunder have been duly authorized by all necessary corporate or other actions on the part of the Transferors.

(b) No Violation. Neither the execution and delivery of this Agreement by the Transferors, nor the performance by them of their obligations hereunder will (i) conflict with or result in a breach of any provision of the certificate of incorporation or bylaws (or equivalents thereof) of any Transferor; or (ii) violate or conflict with, any Law or any judgment, decree or order of any Governmental Authority to which any Transferor is subject or by which it or any of the Intellectual Property is bound.

(c) Approvals. To the best of Licensor's knowledge, no Approval of any Governmental Authority or other Person is required to be made, obtained or given by or with respect to any Licensor in connection with the execution or delivery by such Licensor of this Agreement and the performance by it of its obligations hereunder other than the filing of the Conveyance Documents (as defined below) with the appropriate Governmental Authorities.

3. Representations and Warranties of Licensee.

(a) Organization, Good Standing, Power and Authority. Licensee is a company duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the full legal power and authority to execute and deliver this Agreement and the Conveyance Documents and perform its obligations hereunder. The execution and delivery of this Agreement by Licensee and the performance by it of its obligations hereunder have been duly authorized by all necessary corporate actions on the part of Licensee.

If to Licensor, to it at: If to Licensor, to it at:

Aventis Pharmaceuticals  
Route 202-206, PO Box 6800  
Bridgewater, NJ 08807-0800  
Attention: Michael Yeomans  
Telephone No.: 908-231-3509  
Facsimile No.: 908-231-3730

Copies to:

Aventis Pharmaceuticals  
Route 202-206, PO Box 6800  
Bridgewater, NJ 08807-0800  
Attention: General Counsel  
Telephone No.: 908-231-2287  
Facsimile No.: 908-231-2243

If to Licensee, to it at:

Medeva Pharmaceuticals Manufacturing, Inc.  
755 Jefferson Road, PO Box 1710  
Rochester, NY 14603-1710  
Attention: General Counsel  
Telephone No.: 716-274-5370  
Facsimile No.: 716-272-3955

Copies to:

Richards & O'Neil, LLP  
885 Third Avenue  
New York, NY 10022-4873  
Attention: Brian D. Beglin, Esq.  
Telephone No.: 212-207-1200  
Facsimile No.: 212-750-9022

7. Assignment; Amendment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable or transferable by any party hereto without the prior written consent of the other(s) (which consent shall not be unreasonably withheld or delayed), except that Licensee may assign this Agreement and all its rights hereunder to any Affiliate provided that no such assignment shall relieve Licensee of its obligations hereunder. This Agreement may be amended only by written agreement of the parties hereto.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and the United States, as though made and to be fully performed therein without regard to conflicts of laws principles thereof.

9. Choice of Forum.

(a) Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of any New York state or Federal Court sitting or located in the County of New York (a "New York Court") in any action or proceeding arising out of or relating to this Agreement, and each such party hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such New York Court. Each party, to the extent permitted by applicable laws, hereby expressly waives any defense or objection to jurisdiction or venue based on the doctrine of *Forum Non Conveniens*, and stipulates that any New York Court shall have *In Personam* jurisdiction and venue over such party for the purpose of litigating any dispute or controversy between the parties arising out of or related to this Agreement. In the event any party shall commence or maintain any action or proceeding arising out of or related to this Agreement in a forum other than a New York Court, the other party shall be entitled to request the dismissal or stay of such action or proceeding, and each party stipulates for itself that such action or proceeding shall be dismissed or stayed. To the extent that any party to this Agreement has or hereafter may acquire any immunity from jurisdiction of any New York Court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself or its property, each such party hereby irrevocably waives such immunity.

(b) Each party irrevocably consents to the service of process of any of the New York Courts in any such action or proceeding by personal delivery of the copies thereof or by the mailing of the copies thereof by certified mail, return receipt requested, postage prepaid, to it at its address specified in accordance with Section 6 such service to become effective upon the earlier of (i) the date 10 calendar days after such mailing or (ii) any earlier date permitted by applicable law.

10. Publicity. Licensor and Licensee agree not to issue any press release or other public statement disclosing the existence of or relating to this Agreement without the prior written consent, which consent shall not be unreasonably withheld or delayed, of the other party, provided, however, that Licensor or Licensee shall not be prevented from complying with any duty of disclosure it may have pursuant to law (including regulatory requirements), subject to notifying the other party and giving such other party reasonable time to comment on the same prior to disclosure.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first indicated above.

**FISONS LIMITED**

By: James P. Mitchum  
Name: James P. Mitchum  
Title: Director

~~FISONS CORPORATION~~ AVANTIS PHARMA B.V.

By: J. Letschert  
Name: J. Letschert  
Title: Director

~~AVANTIS PHARMA B.V.~~  
FISONS CORPORATION

By: Edward H. Strutzburg  
Name: EDWARD H. STRUTZBURG  
Title: VICE PRESIDENT  
FISONS INVESTMENTS INC.

By: Joana A. Hanlon  
Name: JOANA HANLON  
Title: Vice President + Treasurer  
MEDEVA PHARMACEUTICALS  
MANUFACTURING, INC.

*KMB*

By: Gail M. Norris  
Name: GAIL M. NORRIS  
Title: Secretary

## EXHIBIT B

### (i) PRODUCTS

Product	Dosage Form	Product Code	Strength(s)	NDA/AN DA	Approval Date
Americaine Anesthetic Lubricant (benzocaine)	Ointment	0376-16, -62	20%	None	
Americaine Otic (benzocaine) Topical Anesthetic Ear Drops	Solution	0377-51	20%	None	
Delsym (dextromethorphan olistrex) Extended-Release Suspension	Suspension	0842-61	30mg/5ml	18-658	08 Oct 82
Gastrocrom Capsules (cromolyn sodium, USP)	Capsules	0677-01	100mg	19-188	22 Dec 89
Gastrocrom (cromolyn sodium, USP) Oral Concentrate	Plastic Ampule	0678-70	100mg/5mL	20-479	29 Feb 96
Hylorel Tablets (guanadrel sulfate)	Tablet	0787-71 0788-71	10,25mg	18-104 (Upjohn)	29 Dec 82
Ionamin Capsules (phentermine resin)	Capsule	0903-71, -84 0904-71, -84	15,30mg	11-613	14 May 59
K-Norm Extended-Release Capsules (potassium chloride extended-release capsules, USP)	Capsule	0010-71, -85	10mg	70-980 (KV)	17 Feb 87
Mykrox Tablets (metolazone tablets, USP)	Tablet	0847-71	0.5mg	19-532	30 Oct 87



Product	Dosage Form	Product Code	Strength(s)	NDA/AN DA	Approval Date
Pediapred Oral Solution (prednisolone sodium phosphate, USP)	Solution	2250-01, -99	5mg/5ml	19-157	28 May 86
Tussionex Pennkinetic (hydrocodone polistirex/chlorpheniramine polistirex) Extended-Release Suspension	Suspension	0548-67, -91	8mg chlorpheniramine, 10mg hydrocodone/5ml	19-111	31 Dec 87
Zaroxolyn Tablets (metolazone tablets, USP)	Tablet	0975-96, -71, -72, -90 0850-96, -71, -72, -90 0835-71, 72, -90	2.5,5,10 mg	17-386	27 Nov 73

## (ii) INACTIVE PRODUCTS

- Biphedamine® (amphetamine)  
NDA 10-093
- Corsym® (phenylpropanolamine polistirex and chlorpheniramine polistirex) Extended-Release Suspension  
NDA 18-050  
IND 27,986 (Put on Inactive status May 20, 1993)
- Metolazone i.v.
- Pediapred® Forte
- Pennkinetic methylphenidate\*
- Penntuss®  
NDA 18-928 (Withdrawn February 17, 1994)  
IND 19,964 (Withdrawn January 10, 1991)

- Pseudo-12 (pseudoephedrine polistirex)  
NDA 19-401  
IND 22,161 (Put on Inactive status September 23, 1993)
- PedForte
- Zaroxolyn Injectable
- Hydralazine Extended Release Capsules
- CR Pseudoephedrine Capsules
- Hydrocortisone 1% Cream
- \* Product concept only. No actual development work has been performed.