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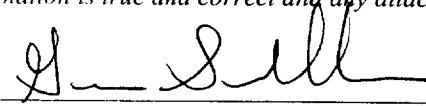
To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.
P.O. Box 1450
Alexandria, VA 22313-1450

<p>1. Name of conveying party(ies): Wyeth</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 Delaware <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Jones Pharma Incorporated</p> <p>Internal Address 510 Cumberland Street, Suite Street Address</p> <p>City <u>Bristol</u> State <u>VA</u> <u>24201</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>Delaware</u> <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>June 12, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____ B. Trademark registration No.(s) <u>2,168,566 & 2,632,176</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, New York 10036-2711</p> <p>Attn: Gianni P. Servodidio</p> <p>File No.: 11201-081-999</p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41).....\$ 65.00 Please charge to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <u>16-1150</u></p>

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FINANCE SECTION

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.

Gianni P. Servodidio  7/23/03
Name of Person Signing Reg. No. Signature Date

07/30/2003 6TON11 0000076 161150 2168566

Total number of pages comprising cover sheet: 5

01 FC:8521 40.00 DA
02 FC:8522 25.00 DA

Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002789 FRAME: 0373

TRADEMARK ASSIGNMENT

(SONATA®)

This TRADEMARK ASSIGNMENT dated as of June 12, 2003 (this "Assignment"), by and between Wyeth, a Delaware corporation, having offices at 5 Giralda Farms, Madison, New Jersey 07940 ("Assignor") and Jones Pharma Incorporated, a Delaware corporation, having offices at 510 Cumberland Street, Suite 200, Bristol, Virginia 24201 ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that certain Asset Transfer Agreement (the "Transfer Agreement") dated as of the date hereof by and among Assignor, King Pharmaceuticals, Inc., Monarch Pharmaceuticals and Assignee.

BACKGROUND

A. Assignor's predecessor in interest adopted and used, and Assignor is presently using and is the owner of the entire right, title and interest in and to, the SONATA® trademark registered with the United States Patent and Trademark Office in connection with its pharmaceutical business in the United States and Puerto Rico (the "Territory"), including registrations and application therefor, identified in Schedule A attached hereto, and all common law rights in the SONATA® mark in the Territory and any logo designs exclusively related to the SONATA® trademark in the Territory, including without limitation the design registration set forth on Schedule A, and all trade dress rights relating to the SONATA® product in the Territory, including without limitation the shape and appearance of the SONATA® capsule, and all goodwill associated therewith (hereinafter the "Trademark");

B. Assignee desires to acquire Assignor's entire rights, title and interest in and to the Trademark; and

C. Assignor makes this Assignment pursuant to the Transfer Agreement, under which Assignee purchased certain Acquired Assets (as defined therein) from Assignor, including but not limited to the Trademark and the products therefor.

NOW, THEREFORE, for good and valuable consideration stated in the Transfer Agreement, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in the United States and Puerto Rico as of the date hereof, in and to the Trademark, together with the goodwill of the business symbolized by said Trademark, free and clear of any Encumbrances as defined in the Transfer Agreement (other than Permitted Encumbrances as defined in the Transfer Agreement).

2. Assignor will from time to time, at the request of Assignee, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as Assignee may reasonably request, in order to more effectively consummate the transactions contemplated hereby and to vest in Assignee good and marketable title to the Trademark.

3. Assignor makes no warranty, express or implied, with respect to the Trademark involved in this Assignment.

4. If Assignee elects to record this Assignment or any other document or transfer with the United States Patent and Trademark Office and the Puerto Rico Trademark Office, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

5. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Transfer Agreement, nor shall this Assignment expand or enlarge any remedies under the Transfer Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Transfer Agreement and shall be governed entirely in accordance with the terms and conditions of the Transfer Agreement.

6. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of New York, without giving effect to its conflicts-of-laws principles.

7. This Assignment may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

[SIGNATURE PAGE TO FOLLOW]

Signed at New York, as of the date first written above.

WYETH

By: 

Name:

JEFFREY S. SHERMAN

Title:

VICE PRESIDENT