



07-31-2003



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Attorney Docket No. 032058-222

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

1. Name of conveying party(ies): 7-25-03  
SRZ Properties, Inc.  
Schwarz Pharma Manufacturing, Inc.  
Schwarz Pharma, Inc.

- Individual(s)                       Association
- General Partnership             Limited Partnership
- Corporations - Delaware, Indiana, Delaware

Other: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment                             Merger
- Security Agreement                 Change of Name

Other: \_\_\_\_\_

Execution Date: March 31, 2003

2. Name and address of receiving party(ies):

Name: DrugTech Corporation

Address: 300 Delaware Avenue  
Suite 1270, MC-DE5403  
Wilmington, Delaware 19801

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation 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)

804,556

Additional numbers attached?  Yes  No

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

Name: Bassam N. Ibrahim, Esq.

Address: Burns, Doane, Swecker & Mathis

Post Office Box 1404

Alexandria, Virginia 22313-1404

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, if necessary

8. Deposit account number:

02-4800

(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.*

Michael J. Leonard  
Name of Person Signing

Signature

25 July 2003  
Date

Total number of pages including cover sheet, attachments, and document: 04

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**TRADEMARK TRANSFER AGREEMENT**

This Trademark Transfer Agreement ("Agreement") is made as of March 31, 2003 by SRZ Properties, Inc., a Delaware corporation, 1101 "C" Avenue West, Seymour, Indiana 47274 ("SRZ"), Schwarz Pharma Manufacturing, Inc., an Indiana corporation, 1101 "C" Avenue West, Seymour, Indiana 47274 ("SPM") and Schwarz Pharma, Inc., a Delaware corporation, 6140 West Executive Drive, Mequon, Wisconsin 53092 (together with SRZ and SPM, "Assignor") and DrugTech Corporation, a Delaware corporation, 300 Delaware Avenue, Suite 1270, MC-DE5403, Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the name and trademark Niferex® in the territory identified on the attachment hereto and the related trademark registrations set forth thereon, together with the good will of the businesses symbolized thereby (the "Trademark").

NOW THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark.
2. Right to Sue for Past Unfair Competition and Infringement. Assignor also hereby assigns to Assignee all claims for past damages by reason of past unfair competition, infringement or misappropriation of the Trademark, with the right to sue for and collect same for its own use and on its own behalf and for the use and on behalf of Assignee's successors and assigns.
3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including (but not limited to) specific assignments and registration transfers, and to perform such further acts as may be reasonably requested by Assignee and necessary to effectuate more fully the transactions contemplated by this Assignment.

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3. ~~Binding Effect~~. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

SRZ Properties, Inc. (Assignor)

By:   
Name: ~~Jonathan Tava~~  
Title: VICE PRESIDENT

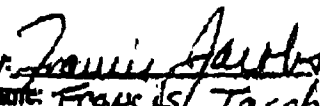
Schwartz Pharma Manufacturing, Inc.  
(Assignor)

By:   
Name: Ron Swartz  
Title: President

Schwartz Pharma, Inc. (Assignor)

By:   
Name: Ron Swartz  
Title: President

DrugTech Corporation (Assignee)

By:   
Name: Francis Jacobs  
Title: President

Attachment to  
Trademark Transfer Agreement

## TERRITORY:

The world, excluding the continents of Asia and Australia and Denmark, Estonia, Iceland, Latvia, Lithuania, Norway and Sweden

## U.S. REGISTRATION:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
NIFEREX	804,556	3/1/66

## FOREIGN REGISTRATIONS:

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Benelux	NIFEREX	335021	10/1/75
Canada	NIFEREX	272,454	9/17/82
Chile	NIFEREX	319.983	5/10/77
Haiti	NIFEREX	14/76	3/31/76
Ireland	NIFEREX	76093	12/30/69
South Africa	NIFEREX	75/4026	7/30/75
Switzerland	NIFEREX	356,222	7/15/87
United Kingdom	NIFEREX	953,144	3/18/74