


Form TPO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		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.					
1. Name of conveying party(ies): MONTICELLO DRUG COMPANY <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 A FLORIDA CORPORATION <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>LEE PHARMACEUTICALS, INC.</u> Internal Address: _____ Address: _____ Street Address: <u>1434 SANTA ANITA AVE</u> City: <u>South El Monte</u> State: <u>CA</u> Zip: <u>91733</u> <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>CALIFORNIA</u> <input type="checkbox"/> Other _____ <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>		
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>05/14/2001</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) <u>2220467</u> _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Molly D. McKay</u> Internal Address: <u>Molly D. McKay, P.C.</u> _____ _____ Street Address: <u>3207 E. 22nd Street</u> _____ City: <u>Tulsa</u> State: <u>OK</u> Zip: <u>74114-1823</u>			6. Total number of applications and registrations involved: 1		
			7. Total fee (37 CFR 3.41)..... \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account only in event of underpayment		
			8. Deposit account number: <u>13-0470</u>		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Molly D. McKay</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>02/12/2004</u> Date </div> </div> <div style="text-align: center; margin-top: 5px;"> <small>Total number of pages including cover sheet, attachments, and document</small> 3 </div>					

CH \$40.00 130470 2220467

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

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, dated as of February 12, 2001, is made by Monticello Drug Company, a Florida corporation having as its address 1604 Stockton Street, Jacksonville, Florida 32204 ("Assignor"), to Lee Pharmaceuticals, a California corporation having as its address 1434 Santa Anita Avenue, South El Monte, California 91733 ("Assignee").

WHEREAS, Assignor (or its predecessor) has used the marks **BLACK-DRAUGHT** (Registration No. 2,220,467) and **SYRUP OF BLACK-DRAUGHT** (Registration No. 2,221,613) (hereinafter collectively referred to as "the Marks") for laxative medicines since at least as early as September, 1931 and has registered the Marks with the U.S. Patent and Trademark Office; and

WHEREAS, Assignee has purchased all of Assignor's assets and entire business or portion thereof to which the Marks pertain pursuant to an Asset Purchase Agreement dated February 12, 2001; and

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by Assignor to have been received in full:

1. Assignor does hereby sell, convey, assign and transfer to Assignee its entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby, as part of the entire business or portion thereof to which the Marks pertain, and all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of the Marks, these rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor hereby consents to the recordation of this Assignment by the U.S. Patent and Trademark Office.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment on the day and year set out below.

MONTICELLO DRUG COMPANY

May 14, 2001
Date

By: Henry E. Dean, III
Henry E. Dean, III, President

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 14 day of MAY, 2001, before me appeared Henry E. Dean, III, who is personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF TRADEMARKS, and who, being by me duly sworn, did say that he is the President of Monticello Drug Company, a Florida corporation, and did acknowledge to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.



Notary Public
My Commission expires: 3/29/02

