

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pharmacia & Upjohn Company		04/14/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Sicor, Inc.
Street Address:	19 Hughes
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618-1902
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	1100532	ADRUCIL
Registration Number:	1125133	CYTOSAR-U
Registration Number:	0858206	CYTOSAR
Registration Number:	1189077	NEOSAR
Registration Number:	1491918	VINCASAR PFS
Registration Number:	1412008	VINCASAR
Registration Number:	1042644	ZANOSAR

CORRESPONDENCE DATA	
Fax Number:	(415)983-1200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	sftrademarks@pillsburywinthrop.com
Correspondent Name:	Laura C. Gustafson
Address Line 1:	Calendar/Docketing Dept. P.O. Box 7880
Address Line 4:	San Francisco, CALIFORNIA 94120-7880

ATTORNEY DOCKET NUMBER:	030766/0276173
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NAME OF SUBMITTER:

Laura C. Gustafson

**Total Attachments: 4**

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**COMPREHENSIVE ASSIGNMENT OF PROPRIETARY RIGHTS  
IN TRADEMARKS AND TRADENAMES**

This ASSIGNMENT OF PROPRIETARY RIGHTS IN TRADEMARKS AND TRADENAMES is made as of April 14, 2003, from PHARMACIA & UPJOHN COMPANY, a Delaware corporation (the "Assignor"), to SICOR INC., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the owner of (i) the trademarks which were registered in, and the trademark applications which were filed with the United States Patent and Trademark Office, as set forth on Annex A; (ii) the trade names, as set forth on Annex A; and (iii) the common-law marks, as set forth on Annex A (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of April 14, 2003, between the Assignor and the Assignee (the "Agreement"), the Assignor has agreed to transfer to the Assignee certain assets held by the Assignor primarily for use in the business of manufacturing and selling oncology products, together with all of Assignor's right, title and interest in and to the Trademarks;

NOW THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

(1) The Assignor DOES HEREBY ASSIGN, TRANSFER AND CONVEY to the Assignee, its successors and assigns forever, all of the right, title and interest, whether statutory or common law, of the Assignor in, to or arising under the Trademarks, and any and all renewals and extensions of the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, the registrations and applications of Trademarks identified on Annex A and any and all renewals and extensions of the Trademarks, and together with all rights of action accrued, accruing or to accrue under and by virtue thereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associate therewith, as fully and entirely as the same would have been held by the Assignor if this Assignment had not been made.

(2) The Assignor pledges and agrees to provide any such further information and documentation as may be necessary to record the assignments effected in paragraph (1) above in the United States. Subject to the conditions set forth in the Agreement, and until the appropriate assignment document is recorded in the particular jurisdiction, and provided the Assignee is using best efforts to record the assignment, the Assignor agrees to take any appropriate action or authorize the Assignee to take such action in the name of the Assignor, in connection with any Trademarks being transferred hereunder, as requested by the Assignee, and at the expense of the Assignee. The Assignee agrees to indemnify and hold harmless the Assignor, its Affiliates (as

such term is defined in the Agreement), their respective officers, directors, employees and agents from and against any and all Claims (as such terms is defined in the Agreement), based upon, arising out of, or resulting from such action.

(3) Upon notice by the Assignee, the Assignor does hereby covenant and agree to provide any such further information and documentation as may be necessary to record, in the United States, the assignments effected in paragraph (1) above.

(4) This Assignment is made pursuant to, and subject to the terms of, the Agreement. To the extent of a conflict between the provisions of this Assignment and the Agreement, the provisions of the Agreement shall govern.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the 14th day of April, 2003.

PHARMACIA & UPJOHN COMPANY

By: Michael DuBois  
Michael DuBois  
Attorney-In-Fact

[CORPORATE SEAL]

Witness:

Lynn D. Howard

SICOR INC.

By: Marvin Samson  
Marvin Samson  
President and Chief Executive  
Officer

[CORPORATE SEAL]

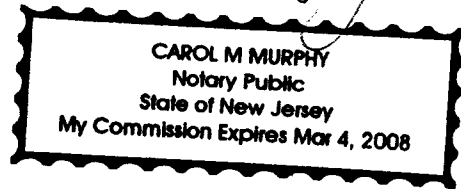
Witness: Mark E. Price

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF SOMERSET )

On this [14<sup>th</sup>] day of April, 2003, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Michael DuBois to me personally known, who stated that he is the Attorney-In-Fact of PHARMACIA & UPJOHN COMPANY, and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this [14<sup>th</sup>] day of April, 2003.

*Carol M. Murphy*  
\_\_\_\_\_  
Notary Public



STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF *Camden* )

On this [15<sup>th</sup>] day of April, 2003, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Marvin Samson to me personally known, who stated that he is the President and Chief Executive Officer of SICOR INC., and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this [15<sup>th</sup>] day of April, 2003.

*Linda C. Laughman*  
\_\_\_\_\_  
Notary Public

**LINDA C. LAUGHMAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 6/20/2004**

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Annex A

**TRADEMARKS**

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<b>PRODUCT NAME</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>
Adrucil	73146733	1100532
Cytosar-U	73188160	1125133
Cytosar	72280989	0858206
Neosar	73267744	1189077
Toposar	74494615	1940232
Vincasar      PFS	73688998	1491918
Vincasar	73589612	1412008
Zanosar	73069901	1042644

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