

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**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):  
**Grow Company, Inc.**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State **New Jersey**  
 Other:

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

2. Name and address of receiving party(ies):  
Name: **Fresenius Kabi AG**

Internal Address:  
Street Address:  
**Else-Kroner-Strasse 1**

City: **Bad Homburg v.d.H.**  
State: **Germany**      Zip: **61352**

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: **Germany**  
 Other: \_\_\_\_\_

3. Nature of Conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other:

Execution Date: **January 2, 2003**

If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment)       Yes  
 No

Additional name(s) & address(es) attached?       Yes       No

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):

Additional numbers attached?       Yes       No

B. Trademark Registration No.(s):  
**1,754,829**

Yes       No

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

Name: **Burton A. Amernick  
CONNOLLY BOVE LODGE & HUTZ LLP**

Internal Address: **Atty. Dkt.: 22007/00005**

Street Address: **1990 M Street, N.W., Suite 800**

City: **Washington**      State: **DC**      Zip: **20036-3425**

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  
 Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number: **22-0185**  
(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.*

**Burton A. Amernick**            **February 27, 2004**  
Name of Person Signing      Signature      Date

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

CFR \$40.00 220185 1754829

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into and effective as of this 31<sup>st</sup> day of November, 2002, by and between Grow Company, Inc., a corporation duly incorporated under the laws of NJ (the "Assignor"), with principal place of business at 195 Kenneth Street in Hackensack, NJ 07601, USA, and Fresenius Kabi AG, a corporation duly incorporated under the laws of Germany (the "Assignee"), with principal place of business at Else-Kröner-Straße 1, 61352 Bad Homburg v. d. H., Germany.

WHEREAS, Assignor has agreed to transfer and Assignee has agreed to acquire certain trademark,

WHEREAS, Assignor has adopted and is using the trademark "GLYCO-PHOS" (the "Mark") in commerce and has obtained federal trademark registration No. US 1754829 therein in class 5, and

WHEREAS, Assignee wishes to acquire Assignor's entire right, title and interest in and to the Mark, together with the goodwill of the business in connection with which the Mark is used;

NOW THEREFORE, for the good and valuable consideration of 30,000 US\$, payable within 30 days after execution of this Assignment, Assignor does hereby transfer and assign to Assignee all the right, title and interest Assignor has or may have in the Mark free and clear of all liens, claims and security interests, and, if such marks include the listed terms of said Mark alone or in combination with other words, figures, designs or indicia, any and all other marks or names owned or used by Assignor or in which Assignor otherwise has any ownership interest, including any rights under common law, including any rights, title and interest as service marks,

trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business with respect to which the Mark or any such other marks or names have been used and/or registered and all claims and causes of action relating to infringement of said Mark or said other marks or name, including all income, royalties and damages hereafter due or payable to Assignor with respect to said Mark and, including, without limitation, damages, and payments for past or future infringements and misappropriations of the trademarks, and all rights to sue for past, present and future infringements or misappropriations of the trademarks.

Assignor will assist in obtaining or providing any further documents which may be required to confirm chain or title thereto.

Assignor represents and warrants that the Mark has properly been registered with the United States Patent and Trademark Office ("USPTO"), that Mark is in good standing with the USPTO with regards to the Mark, and that Assignor has no reason to believe that the Mark is invalid, null, abandoned, or void.

Signed this 2 day of Jan, 2003.

Grow Company, Inc.

By: [Signature]

Title: V.P. of operations

Massoud Davranaghi

Fresenius Kabi AG

By: [Signature]

Title: Exec VP Region NAT1

Patricia Grigoleit

Fresenius Kabi AG

[Signature]

General Counsel

Roland K. Vetter