

KL Ref. No.: 056960/00002

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594
(Rev. 6-93)

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

<p>1. Name of conveying party(ies) Schwarz Pharma, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Other -Delaware Corporation</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: Natestch Pharmaceutical Company, Inc.</p> <p>Internal Address:</p> <p>Street Address: 3450 Monte Villa Parkway</p> <p>City: Bothell, Washington 98021</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other -Delaware Corporation</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Correction of Release of Security Agreement, previously recorded at 002760/0535. The Registration number is 2,157,683 NOT 2,157,863</p> <p>Execution Date: June 9, 2003</p>	

4. Application number(s) or registration number(s):

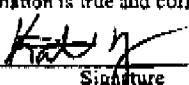
A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 2,157,683

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Mary Aversano, Esq.</p> <p>Internal Address: Kramer Levin Neftalia & Frankel LLP</p> <p>Street Address: 919 Third Avenue</p> <p>City: New York State: New York Zip: 10022</p>	<p>6. Total number of applications and registrations involved..... 1</p> <p>7. Total fee (37 CFR 3.41) \$40.00</p> <p><input checked="" type="checkbox"/> Credit Card Authorization Enclosed <input type="checkbox"/> Authorized to be charged to deposit account # 50-0540</p> <p>8. Deposit account number: 50-0540 (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Katherine Meyer  **3-22-04**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 10

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Washington, D.C. 20231

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RFCST.PTO

OP \$40.00 2157683

KRAMER LEVIN

006/010

06-23-2003

KL Ref. No.: 056960/00002

FORM PTO-1594
(Rev. 6-93)

RECORD



102479876

U.S. DEPARTMENT OF COMMERCE
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)
Schwarz Pharma, Inc.

7:03 JUN 18 AM 9:45
FINANCE SECTION
6-18-03

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

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

2. Name and address of receiving party(ies)
Name: Natestch Pharmaceutical Company, Inc.

Internal Address:
Street Address: 3450 Monte Villa Parkway
City: Bothell, Washington 98021

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

3. Nature of conveyance:
 Assignment
 Release of Security Agreement
 Merger
 Change of Name
 Other

Execution Date: June 9, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 2,107,276 & 2,157,863

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Mary Aversano, Esq.
 Internal Address: Kramer Levin Naftalis & Frankel LLP
 Street Address: 919 Third Avenue
 City: New York State: New York Zip: 10022

6. Total number of applications and registrations involved..... 2

7. Total fee (37 CFR 3.41) \$65.00
 Enclosed
 Authorized to be charged to deposit account # 50-0540

8. Deposit account number: 50-0540
 (Attach duplicate copy of this page if paying by deposit account)

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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.

Katherine Meyer
Name of Person Signing

[Signature]
Signature

June 18 2003
Date

Total number of pages including cover sheet, attachments, and document: 2

06/18/2003 00:00:04 102479876

01 FC:18521
02 FC:18522

40.00
25.00

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Washington, D.C. 20231

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RFCST-PTO

**TERMINATION AND RELEASE OF SECURITY
INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of June 10, 2003, issued by Schwarz Pharma, Inc., a Delaware corporation (the "Lender"), party to the Loan Agreement, dated as of September 30, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Nastach Pharmaceutical Company, Inc., a Delaware corporation (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement (the "Trademark Agreement"), dated as of September 30, 2002, made by Borrower (the "Grantor") in favor of the Lender, a security interest (the "Security Interest") was granted by the Grantor to the Lender in the Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on October 8, 2002 at Reel 2599 and Frame 0201; and

WHEREAS, the Borrower has on the date hereof repaid all amounts and other obligations owing to Lender under the Credit Agreement;

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral (as hereinafter defined) pursuant to the Trademark Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release the Lender hereby states as follows:

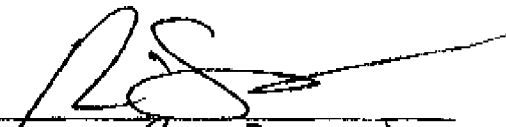
1. **Definitions:** The term "Trademark Collateral," shall have the meaning assigned to such term in the Trademark Agreement, including, without limitation, those items listed on Schedule A hereto.

2. **Release of Security Interest:** The Lender hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Lender in such Trademark Collateral shall hereby cease and become void.

3. **Further Assurances:** The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written

SCHWARZ PHARMA, INC., as Lender

By: 
Name: Ron Straton
Title: President & COO

STATE OF Wisconsin)
COUNTY OF Ozaukee)

ss.:

On this 9th day of June, 2003, before me personally appeared Ron Stratton to me known who, being by me duly sworn, did depose and say that he/she is President of Schwarz Pharma, Inc., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Schwarz Pharma, Inc.



Notary Public

(Affix Seal Below)

**SCHEDULE A to
Termination and Release**

Trademarks owned by
Nastech Pharmaceutical Company, Inc.

1. **U.S. Trademark Registrations**

NASCOBAL B (trademark name)
Registration Number: 2107276 Registration Date: 10/21/97

NASCOBAL (trademark, design)
Registration Number: 2157683 Registration Date: 5/12/98

2. **U.S. Trademark Applications**

None