

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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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):
Pharma Group, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Nova Packaging Systems, Inc.
Internal Address: c/o Kinderhook Industries, LLC
Street Address: 888 Seventh Ave., Suite 1600
City: New York State: NY Zip: 10106

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other (executed in counterparts)
- Merger
- Change of Name

Execution Date: 2/27/04

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

A. Trademark Application No.(s) See attached
Schedule B for continuation of Block 4.A

B. Trademark Registration No.(s) See attached
Schedule A for continuation of Block 4.B

Additional number(s) attached Yes No

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

Name: Renee M. Prescan
Internal Address: Kirkland & Ellis LLP
Street Address: 200 E. Randolph Drive
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
22-0440 (and for any add'l fees or credits)

DO NOT USE THIS SPACE

9. Signature.

Michael G. Fatall
Name of Person Signing


Signature

3/23/04
Date

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

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

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

Mark	Registration No.	Registration Date
CHORD-LOC	0,855,939	9/3/68
FILLIT	1,863,507	11/22/94
LAKSO	1,365,218	10/15/85
MERRILL	0,865,718	3/4/69
MICRO-SCAN	2,312,090	1/25/00
PACER	1,239,993	5/31/83
PHARMAVEYOR	1,918,705	9/12/95
REFORMER	0,993,395	9/24/74
SLAT-SCAN	1,484,143	4/12/88
SMARTPART	2,554,200	3/26/02
VERSA-PRESS	1,250,184	9/6/83

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
TRUCOUNT	78/307,575	9/30/03

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 27, 2004 ("Effective Date") by and between PHARMA GROUP, INC., a Delaware corporation, with its principal office at 7 New Lancaster Road, Leominster, Massachusetts 01453-0929 ("Assignor"), and NOVA PACKAGING SYSTEMS, INC., a Delaware corporation, with its principal office at c/o Kinderhook Industries, LLC, 888 Seventh Avenue, Suite 1600, New York, New York 10106 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated February 27, 2004 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, and the unregistered trademarks set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned

herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance as reasonably necessary (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

PHARMA GROUP, INC.

NOVA PACKAGING SYSTEMS, INC.

x *John M. Casper*

Name: John M. Casper

Name: _____

Title: VP

Title: _____

herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance as reasonably necessary (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

PHARMA GROUP, INC.

NOVA PACKAGING SYSTEMS, INC.

Name: _____

Name: Thomas L. Tuttle

Title: _____

Title: Vice President

SCHEDULE A
U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
CHORD-LOC	0,855,939	9/3/68
FILLIT	1,863,507	11/22/94
LAKSO	1,365,218	10/15/85
MERRILL	0,865,718	3/4/69
MICRO-SCAN	2,312,090	1/25/00
PACER	1,239,993	5/31/83
PHARMAVEYOR	1,918,705	9/12/95
REFORMER	0,993,395	9/24/74
SLAT-SCAN	1,484,143	4/12/88
SMARTPART	2,554,200	3/26/02
VERSA-PRESS	1,250,184	9/6/83

SCHEDULE B**U.S. TRADEMARK APPLICATIONS**

Mark	Serial No.	Filing Date
TRUCOUNT	78/307,575	9/30/03

SCHEDULE C**FOREIGN TRADEMARK REGISTRATIONS**

Country	Mark	Reg. No.	Registration Date
Canada	MERRILL	TMA174,691	2/26/71
Switzerland	MERRILL	376634	8/8/89

SCHEDULE D

UNREGISTERED TRADEMARKS

FILLTRONIC

KALISH

KING

QUANTUM

SWIFTPACK