# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Norsk Hydro ASA		02/01/2004	CORPORATION: NORWAY

#### **RECEIVING PARTY DATA**

Name:	Pronova Biocare AS
Street Address:	Vollsveien 6
City:	1366 Lysaker
State/Country:	NORWAY
Entity Type:	CORPORATION: NORWAY

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1937684	OMACOR
Registration Number:	2236899	PRONOVA
Registration Number:	1937897	TRIOMAR

#### **CORRESPONDENCE DATA**

Fax Number: (713)787-1440

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: mcwhirterj@howrey.com

Correspondent Name: Jill A. McWhirter Address Line 1: 750 Bering Dr.

Address Line 4: Houston, TEXAS 77041

## DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2: Address Line 3:

Address Line 4:

TRADEMARK

**REEL: 002846 FRAME: 0343** 

NAME OF SUBMITTER:	Jill A. McWhirter	
Total Attachments: 1 source=BRYNass1#page1.tif		

TRADEMARK REEL: 002846 FRAME: 0344

## TRADEMARK ASSIGNMENT

This Assignment made this 1st day of February 2004, by and between Norsk Hydro ASA, a company organized and existing under the laws of Norway, located in Oslo, Norway [hereinafter "Assignor"], and Pronova Biocare AS, a corporation organized and existing under the laws of Norway, located at vollaveien 6, 1366 Lysaker, Norway [hereinafter "Assignee"].

WHEREAS, Assignor has adopted, used and is using the trademarks OMACOR (word), PRONOVA (word) and TRIOMAR (word), and is the owner on record of the US registrations therefore, Nos. 1,937,684, 2,236,899 and 1,937,897 which was issued on November 28, 1995, April 6, 1999 and November 28, 1995 respectively,

WHEREAS, Assignor and Assignee desire that Assignee owns all right, title and interest in and to the above-cited marks and the US registrations therefore, Nos. 1,937,684, 2,236,899, 1,937,897 of Assignor.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to said Assignee, all right, title and interest in and to the aforesaid trademarks, and the aforesaid US registrations therefore, No. 1,937,684, 2,236,899 and 1,937,897, together with the whole of the goodwill of the business symbolized by said marks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damage by reason of past infringement of the aforesaid trademarks and registrations, with the right to sue for and collect the same for its own use and behalf, and for the use and on behalf of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, said Assignor has executed the foregoing instrument, this 1st day of February, 2004.

Hydro To To Hydro Oelo Norda

RECORDED: 05/11/2004

Norsk Hydro ASA

By: Arne Alnæs

Title: Head of Trademark Department

TRADEMARK REEL: 002846 FRAME: 0345