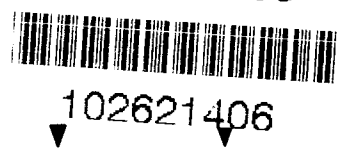


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): R.P. Scherer Technologies, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other

2. Name and address of receiving party(ies) Name: Pursuit Marketing, Inc. Internal Address: Street Address: 55 Howard Avenue City: Des Plaines State: IL Zip: 60018 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Illinois [ ] Other

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 12/01/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78151643; 78230023

B. Trademark Registration No.(s) 2433656; 2435370; 2435371; 2435372; 2473351

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael G. Kelber Internal Address: Neal, Gerber & Eisenberg LLP Suite 2300 Street Address: Two North LaSalle Street City: Chicago State: IL Zip: 60602-3801

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41).....\$ 190.00 [ ] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 502261

9. Signature. Michael G. Kelber Name of Person Signing Signature Date 12/04/03 Total number of pages including cover sheet, attachments, and document: 4

2003 DEC -4 AM 7:37 OPR/FINANCE

12/12/2003 ECOMMER 00000006 502261 78151643 01 FC:0521 40.00 DA 02 FC:0522 150.00 DA

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

TRADEMARK REEL: 002878 FRAME: 0028

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 1<sup>st</sup> day of December, 2003 by R.P. SCHERER TECHNOLOGIES, INC., a Nevada corporation, with a place of business at 7690 Cheyenne Avenue, Suite 100, Las Vegas, Nevada 89129 ("Assignor").

WHEREAS, Assignor's ultimate parent company, Cardinal Health, Inc., an Ohio corporation ("Parent"), has entered into an Asset Purchase Agreement, dated November 5, 2003 (the "Agreement"), by and among RPS Technical Services, Inc., a Delaware corporation, Parent, and Pursuit Marketing, Inc., an Illinois corporation ("Assignee"), pursuant to which Parent has agreed to cause Assignor to sell and Assignee has agreed to purchase certain of the Assignor's Intellectual Property (as defined in Article 1 of the Agreement);

WHEREAS, in connection with certain transactions being consummated on the date hereof and as an inducement to Assignee to enter into the Agreement, Assignor is willing to assign to Assignee all of Assignor's right, title and interest in, to and under all common law trademarks, U.S. and foreign trademark registrations and applications listed on Schedule A attached hereto and the goodwill of the business associated with the same (collectively, the "Trademarks"); and


WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration as set forth herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated with the Trademarks (including, without limitation, all proceeds thereof and the rights to sue for past, present and future damages), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

Assignor hereby authorizes and requests the Commissioner of Trademarks to record Assignee as the owner of all such Trademarks and to issue all registrations for said Trademarks to Assignee, as assignee of the U.S. trademark registrations and applications listed on Schedule A, for the sole use and enjoyment of the Assignee, its successors, legal representatives and assigns.

**R.P. SCHERER TECHNOLOGIES, INC.**

By: \_\_\_\_\_



Glenn L. Martin  
Vice President

STATE OF OHIO )  
 ) SS.  
COUNTY OF FRANKLIN )

The foregoing Assignment was acknowledged before me on this 1<sup>st</sup> day of December, 2003, by Glenn L. Martin, Vice President of R.P. Scherer Technologies, Inc., a Nevada corporation, on behalf of the Corporation.



**JOHN MICHAEL JACKSON**  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

John M. Jackson  
NOTARY PUBLIC

Commission Expires: \_\_\_\_\_

**SCHEDULE A****RPS Trademarks (US)**

All applications and registrations are in the name of R.P. Scherer Technologies, Inc.

<b>Trademark</b>	<b>Status</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
MARBALLIZER	Registered	76/026,456	04/14/00	2,435,370	03/13/01
EURO-FLITE	Registered	76/026,460	04/14/00	2,433,656	03/06/01
ALL STAR	Registered	76/026,459	04/14/00	3,435,371	03/13/01
PREMIUM GOLD	Registered	76/026,461	04/14/00	2,435,372	03/13/01
EL TIGRE	Registered	76/026,458	04/14/00	2,473,531	07/31/01
RPS MERCURY	Allowed	78/151,643	08/07/02		
VINTAGE	Allowed	78/230,023	03/26/03		