

01-27-2004

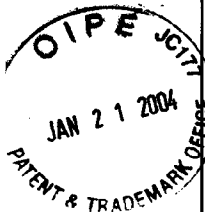
Form PTO-1597

U.S. Department of Commerce
Patent and Trademark Office



102655207

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



1. Name of conveying party(ies): Endeavor Pharmaceuticals, Inc.

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

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):

Name: Barr Laboratories, Inc.

Internal Address:

Street Address: 400 Chestnut Ridge Road

City: Woodcliffe State: NJ Zip Code: 07677

Country: USA

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date(s): November 21, 2003

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

If assignee is not domiciled in the United States, a domestic representation is attached: Yes No

(Designations must be a separate document from Assignment.)

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

4. Application number(s) or registration number(s): 16

A. Trademark Application No(s).

~~78/117,812~~
78/095580

B. Trademark Registration No(s).

2,475,985
2,478,257

Additional numbers attached? yes no

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o Tracy-Gene G. Durkin, Esq.

Street Address: 1100 New York Ave., N.W.

City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and registrations involved

16

7. Total fee (37 C.F.R. § 3.41).....\$ 415.00 (credit card)

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

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.

Tracy-Gene G. Durkin
Name of Person Signing

Signature

January 21, 2004
Date

Total number of pages including cover sheet, attachments and document 16

OMB NO. 0651-0011 (exp.4/94)

01/26/2004 LHMELLER 00000287 78117812

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

01 FC:8521
02 FC:8522

40.00 DP
375.00 DP

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TRADEMARK
REEL: 002901 FRAME: 0643

Trademark Application No(s):
(continued from Recordation Form Cover Sheet)

78/091,150

78/209,320

78/095,463

78/095,600

78/095,616

78/117,820

78/091,155

78/117,816

78/091,156

78/095,449

78/117,815

78/119,484

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of this 21st day of November, 2003, ("Effective Date"), by and between Endeavor Pharmaceuticals, Inc., a North Carolina corporation, with its principal office at 127 Racine Drive, Suite 202, Wilmington, North Carolina, 28403 ("Assignor"), and Barr Laboratories, Inc., a New York Corporation, with its principal office at 400 Chestnut Ridge Road, Woodcliff Lake, New Jersey, 07677 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated November 20, 2003, (as may be amended from time to time, the "Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain Business Intellectual Property (as such term is defined in such Purchase Agreement), including, without limitation: (a) those trademark registrations and applications identified and set forth on Schedule A, together with all applications, registrations and renewals in connection therewith (the "Marks"); (b) the goodwill of the business associated with the Marks; (c) the patents and patent applications identified and set forth on Schedule B, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof (the "Patents"); and (d) the copyrights and copyright applications identified and set forth on Schedule C (the "Copyrights").

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Marks, Patents and Copyrights together with the goodwill of the business with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and

set over to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Business Intellectual Property, including the Marks, Patents and Copyrights together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any counterparts, renewals or extensions of the registrations related thereto that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, and together with all rights to sue and recover for any past infringements of any of the Marks, Patents or Copyrights the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration or letters patent covering any of the Marks, Patents or Copyrights (including, without limitation, any renewals, extensions, restorations, continuations, continuations-in-part and reissues thereof); (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks, Patents or Copyrights including, but not limited to, testifying as to any facts relating to the Marks, Patents or Copyrights assigned herein and this Assignment; (3) in obtaining any additional intellectual property protection for the Marks, Patents or Copyrights that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks, Register of Copyrights and any foreign equivalents to record Assignee as the assignee and owner of the Marks, Patents and Copyrights.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

20th day of November, 2003.

ENDEAVOR PHARMACEUTICALS, INC.

By: 

R. Forrest Waldon
President and Chief Executive Officer

BARR LABORATORIES, INC.

By: _____

Name: _____

Title: _____

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

___ day of November, 2003.

ENDEAVOR PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: _____

BARR LABORATORIES, INC.

By:  _____

Name: Paul Bisaro

Title: President and COO

STATE OF North Carolina)
COUNTY OF New Hanover) ss.:

On this 20th day of November 2003, there appeared before me R. Forrest Waldon, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Endeavor Pharmaceuticals, Inc.


Notary Public

My commission expires: May 9, 2006

SCHEDULE A

Marks

United States

Mark	Status	App./Reg. No.	App./Reg. Date
ENDEAVOR & DESIGN	Registered	2475985	08/07/01
ENDEAVOR PHARMACEUTICALS	Registered	2478257	08/14/01
ENDEAVOR PHARMACEUTICALS & DESIGN	Pending/Published	78/117812	03/27/02
ENFORTIA	Pending/Published	78/095580	11/29/01
ENJUVA	Pending/Published	78/091150	11/01/01
ENJUVA & DESIGN	Pending/Published	78/209320	01/31/03
FEMIVIV	Pending/Published	78/095463	11/28/01
FEMVITAL	Pending/Published	78/095600	11/29/01
FEMVIVE	Pending/Published	78/095616	11/29/01
IMPROVING HUMAN HEALTH BY ADVANCING HORMONE SCIENCES	Published	78/117820	03/27/02
JUVIAND	Pending/Published	78/091155	11/01/01
NEW THINKING FOR A CHANGE	Pending/Published	78/117816	03/27/02
PROJUVA	Pending/Published	78/091156	11/01/01
PURESTRA	Pending/Published	78/095449	11/28/01
TURNING INSIGHTS INTO INNOVATIONS	Published	78/117815	03/27/02
WHEN PATTERNS ARE BROKEN, NEW POSSIBILITIES EMERGE	Pending/Published	78/119484	02/25/03

International

Country	Mark	Status	App. Reg. No.	App. Reg. Date
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REDACTED

SCHEDULE B

Patents And Patent Applications

United States

REDACTED

File	Case	Status	Application No.	File Date	Priority Date
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International

REDACTED

	Country	Status	Application No.	File Date	Patent No.	Issue Date
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1

REDACTED

Title	Country	Status	Application No.	File Date	Patent No.
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REDACTED

Title	Country	Status	Application No.	File Date	Patent No.	Issue Date
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REDACTED

SCHEDULE C

Copyrights

NO REGISTRATIONS OR APPLICATIONS