

05-07-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/04)
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FRONT SHEET 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):

Dermik Laboratories, Inc.

4-23-04

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

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

3. Nature of conveyance:

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

Execution Date: 7/21/2000

2. Name and address of receiving party(ies)

Name: Summers Laboratories, Inc.

Internal

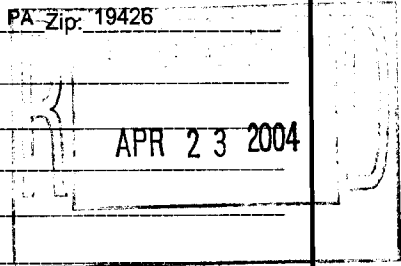
Address: _____

Street Address: 103 G.P. Clement Drive

City: Collegeville State: PA Zip: 19426

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



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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,255,064

Additional number(s) attached Yes No

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

Name: Scott J. Fields, Esquire

Internal Address: National IP Rights Center, LLC

Street Address: 550 Township Line Road

Suite 400

City: Blue Bell State: PA Zip: 19422

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Scott J. Fields, Esquire

Name of Person Signing

Signature

4/21/04

Date

Total number of pages including cover sheet, attachments, and document: 4

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

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TRADEMARK
REEL: 002963 FRAME: 0815

ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

This Instrument, dated as of July 31, 2000, is made by Dermik Laboratories, Inc., a Delaware corporation ("Assignor") in favor of Summers Laboratories, Inc., a Pennsylvania corporation ("Assignee").

1. **Assignment.** For valuable consideration, the payment of which is to be made by Assignee to Assignor in accordance with that certain Agreement dated as of even date herewith by and between Assignor and Assignee (the "Agreement"), the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee all of the Assignor's and its affiliates' right, title and interest in and to each of the following, subject to the terms and conditions set forth in the Agreement:
 - (a) The US marks DRITHOCREME®, VANOXIDE HC® and VANOXIDE® (Registration Nos. 1255064, 805469 and 822707, respectively) as well as any trademark, licenses and all goodwill relating thereto, together with any rights to apply for, in the name of the Assignee or otherwise as may be appropriate and as may be elected by the Assignee, and to obtain and hold, registrations of the same, and renewals and extensions thereof, in all states of the United States and its territories and possessions, including, without limitation, Puerto Rico (the "Marks").
 - (b) All claims, demands and causes of action of whatsoever nature which the Assignor and its affiliates now have with respect to any of the Marks and any rights to sue thereon and to recover thereon, including without limitation, all causes of action for, and all rights to sue for and to recover and retain damages and profits for, past infringement of the use of the Marks.
2. **No Right to Use Dermik Trade Name.** Nothing herein shall confer on Assignee any right whatsoever to use the Dermik Laboratories, Inc. tradename or trademark or any other trademark or tradename that includes the name Dermik.
3. **Parties in Interest.** This Instrument shall inure to the benefit of the Assignee and its successors, assigns and legal representatives and shall be binding upon the Assignor and its successors, assigns and legal representatives.
4. **Governing Law.** This Instrument shall be construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without reference to its principles of conflicts of law.

IN WITNESS WHEREOF, Assignor has duly executed this Instrument on the date first above written.



DERMIX LABORATORIES, INC.

By: [Signature]
Name: Robert J. Bitterman
Title: President

SUMMERS LABORATORIES, INC.

By: [Signature]
Name: Michael J. Precopio
Title: President

**CONVEYANCE, ASSIGNMENT, TRANSFER
AND BILL OF SALE**

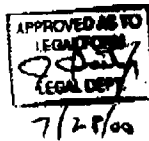
KNOW ALL PERSONS BY THESE PRESENTS that Dermik Laboratories, Inc., a Delaware corporation (the "Seller"), for good and valuable consideration to be paid by Summers Laboratories, Inc., a Pennsylvania corporation (the "Purchaser"), in accordance with the terms of the Asset Purchase Agreement, dated as of July 31, 2000, between the Seller and the Purchaser (the "Agreement"), does hereby sell, convey, assign, transfer and deliver unto the Purchaser, its successors and assigns, in accordance with the terms of the Agreement, the following:

All of the right, title and interest of the Seller as of the date hereof, in and to the products DRITHOCREME® and VANOXIDE HC®.

By signing below, the Purchaser acknowledges receipt of the documents set forth in Schedule B to the Agreement.

TO HAVE AND TO HOLD, unto the Purchaser, its successors and assigns, forever.

IN WITNESS WHEREOF, the Seller has executed this CONVEYANCE, ASSIGNMENT, TRANSFER AND BILL OF SALE as of July 31, 2000.



DERMIK LABORATORIES, INC.

By: [Signature]
Name: Robert V. Bitterman
Title: President

SUMMERS LABORATORIES, INC.

By: [Signature]
Name: Michael J. Precopio
Title: President