

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

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

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

2. Name and address of receiving party(ies):
Name: JDS Pharmaceuticals, LLC
Internal Address:
Street Address: 158 Mercer Street
City: New York
State: New York Zip: 10012

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: _____
 Other: Limited Liability Company (New York)

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: August 25, 2004

4. Application Number(s) or Registration Number(s):
A. Trademark Application No.(s):
Additional numbers attached? Yes No


B. Trademark Registration No.(s):
1,147,470
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Erin A. Dugan, IP Paralegal Ropes & Gray LLP
Internal Address: Atty. Dkt.: JDSP-GIP-001
Street Address: One International Place
City: Boston State: MA Zip: 02110

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
 Authorized to be charged to credit card (Form 2038 enclosed)
8. Deposit account number: 18-1945
(Attach duplicate copy of this page if paying by deposit account)

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.

Emilia F. Cannella  11/15/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

CH \$40.00 181945 1147470

Domestic TM Assignment

ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is dated as of August ~~7~~²⁵, 2004 ("Assignment"), and is made from Solvay Pharma Properties, Inc., a Minnesota corporation with its principal place of business at 901 Sawyer Road, Marietta, Georgia 30062 ("Assignor") to JDS Pharmaceuticals, LLC, a New York limited liability company having its principal offices at 158 Mercer Street, New York, New York 10012, U.S.A. ("Assignee").

WHEREAS, Assignee and Solvay Pharmaceuticals, Inc., a Georgia corporation, and Assignor's parent corporation ("Solvay"), entered into an Asset Purchase Agreement dated as of August 6, 2004, (the "Purchase Agreement"), pursuant to which Solvay agreed to assign to Assignee the trademark set forth in the attached Schedule A (the "Mark"); and

WHEREAS, Assignor, a wholly-owned subsidiary of Solvay, owns the Mark, and, pursuant to the Purchase Agreement, Assignor wishes to transfer to Assignee the Mark and the goodwill associated with the Mark, and Assignee wishes to acquire the Mark and the goodwill associated with the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. **Assignment of Rights.** Assignor hereby assigns to Assignee all rights, title, and interests in and to the Mark, including without limitation the goodwill symbolized by the Mark, all registrations and applications for registration thereof, all common law rights in the Mark, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for past infringement of said Mark, and all records and files relating to the Mark.

2. **Recordation.** The Assignor hereby authorizes the United States Patent and Trademark Office, and, as appropriate, the corresponding officials in the several states, to record the Assignee as the owner of the Mark and issue in accordance with this Assignment all registrations of the Mark and all applications for any of the same, which are assigned to the Assignee by this Assignment or which relate to the subject matter so assigned.

3. **Further Assurances.** Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. Assignor will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the Mark before any administrative, government or other tribunal.

4. **No Conflicting Uses, Inconsistent Grants.** Assignor agrees that it will not utilize or seek to utilize the Mark or the goodwill associated therewith anywhere in the world. Assignor hereby represents and warrants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

5. **Parties in Interest.** This Assignment shall insure 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.

6. **Definitions.** Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Purchase Agreement.

7. **Governing Law.** This Assignment will be governed by the laws of United States of America and the State of New York without regard to its conflicts of laws principles.

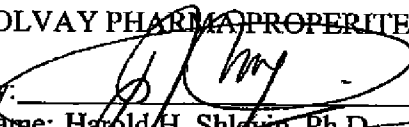
[Signature page follows.]


[Domestic Trademark Assignment Signature Page]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

SOLVAY PHARMACEUTICALS, INC.

- VP of FINANCE
G.H. MERCIER

By: 
Name: Harold H. Shlevin, Ph.D.
Title: President and Chief Executive Officer 8/23

By: 
Name: Walt Addison, Linscott, Esq.
Title: Vice President, Law, Government & Public Affairs

Accepted:

LEGAL REVIEW
D. SMITH
DATE: 8-24-04

JDS PHARMACEUTICALS, LLC
By: SATOW ASSOCIATES, LLC,
as its sole member

By: _____
Name: Phillip M. Satow
Title: Manager

6.

[Domestic Trademark Assignment Signature Page]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.


SOLVAY PHARMA PROPERITES, INC.

By: _____
Name: Harold H. Shlevin, Ph.D
Title: President and Chief Executive Officer

By: _____
Name: Walt Addison, Linscott, Esq.
Title: Vice President, Law, Government & Public Affairs

Accepted:

JDS PHARMACEUTICALS, LLC
By: SATOW ASSOCIATES, LLC,
as its sole member

By: 
Name: Phillip M. Satow
Title: Manager

NOTARY PUBLIC CERTIFICATION

THE STATE OF GEORGIA

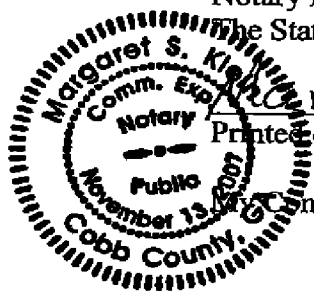
County of Cobb

This instrument was executed before me on this 25th day of August 2004, by Guy H. Mercier, the VP Finance (title) of Solvay Pharma Properties, Inc., a Minnesota corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Margaret S. Klein

Notary Public in and for
The State of Georgia



Margaret S. Klein
Printed or Typed Name of Notary

Commission Expires _____

Notary Public, Cobb County, Georgia
My Commission Expires November 13, 2007

SCHEDULE AMARK

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Registration Date</u>
LITHOBID	United States	1147470	73219510	February 24, 1981