

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVECIA INC.		11/18/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	COPPERHEAD INVESTMENTS, INC.
Street Address:	103 Foulk Road
Internal Address:	Suite 202
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1531578	SDM

CORRESPONDENCE DATA	
Fax Number:	(412)288-3063
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-288-3233
Email:	ptoipinbox@reedsmith.com
Correspondent Name:	Jody L. Burtner, Senior Paralegal
Address Line 1:	P.O. Box 488
Address Line 2:	Reed Smith LLP
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488

ATTORNEY DOCKET NUMBER:	232218.20003.13541531578
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NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal
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Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment, (the "Assignment") is executed as of this 18th day of November, 2004, by Avecia Inc., a Delaware corporation with an address at 1405 Foulk Road, Foulkstone Plaza, Wilmington, Delaware 19803 ("Assignor"), and delivered to, and in favor of, Copperhead Investments, Inc., a Delaware corporation with an office located at 103 Foulk Road, Suite 202, Wilmington, DE 19803 ("Assignee").

Recitals:

WHEREAS, Assignor has adopted and used, and is the owner of record of, the registered trademark set forth in Schedule 1 hereto and made a part hereof (the "Trademark"); and

WHEREAS, Assignor and Copperhead Chemical Company Inc., a Pennsylvania corporation ("CCCI"), are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated of even date herewith. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, *inter alia*, to sell and CCCI has agreed, *inter alia*, to acquire Assignor's entire right, title and interest in and to the Trademark, including the goodwill of the Business associated therewith; and

WHEREAS, CCCI has assigned its rights to acquire the Trademark under the Purchase Agreement to Assignee pursuant to the terms of the Partial Assignment Agreement dated of even date herewith between CCCI and Assignee.

NOW, THEREFORE, the Assignor, intending to be legally bound hereby, and pursuant to the terms of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees as follows:

1. Assignment. Assignor does hereby sell, transfer, convey, set over, assign and deliver to Assignee, and its successors and assigns, the Trademark, together with Assignor's entire right, title and interest therein and thereto, including the goodwill of the Business associated with the Trademark and also including all applications for registrations and registrations for the Trademark; to have and to hold the same, together with any and all rights including, without limitation, common law rights, pertaining thereto unto Assignee, its successors and assigns, to its and their use and enjoyment, together with all claims by Assignor for damages by reason of past infringement of the Trademark worldwide, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

2. Purchase Agreement. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor, CCCI or Assignee of any rights, liabilities, duties or obligations imposed upon them by the terms of the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and other provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Documentation and Cooperation. Assignor hereby covenants that, upon the reasonable request of Assignee (or its assigns), Assignor will promptly provide Assignee (or its assigns) with all pertinent facts and documents relating to said Trademark as may be known and accessible to Assignor. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by the Assignee (or its assigns).

4. Successors and Assigns. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

5. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

6. Governing Law. This instrument shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to its conflicts of law provisions.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by Assignor as of the date first set forth above.

AVECIA INC.

By: Gregory S. Kurey
Name: Gregory S. Kurey
Title: General Counsel and Corporate Secretary

State of Pennsylvania :
County of Allegheny : ss

On the 18th day of November, 2004 before me personally came Gregory S. Kurey to me known, who being duly sworn, did depose and say that s/he is the General Counsel + Secretary of Avecia Inc. and that s/he executed the above assignment on behalf of said company with authority to do so.

Dorothy A. Mitsdarfer
Notary Public

[NOTARIAL SEAL]

Notarial Seal
Dorothy A. Mitsdarfer, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 17, 2006
Member, Pennsylvania Association of Notaries

Schedule 1

TRADEMARK	FILING DATE AND SERIAL NUMBER	REGISTRATION DATE AND U.S. REGISTRATION NUMBER	GOODS
SDM	January 11, 1988 73/704,725	March 28, 1989 U.S. Reg. No. 1,531,578	Organic nitrates for pharmaceutical preparations