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PATENTS
TRADEMARKS
COPYRIGHTS
UNFAIR COMPETITION
LICENSING
COMPUTER AND HIGH
TECHNOLOGY MATTERS
RELATED LITIGATION

H. HUME MATHEWS (1911-1989)

December 8, 2004

Via Facsimile: (703) 306-5995

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria VA 22313-1450

Attn: Trademark Assignment Branch

RE: United States Trademark Registration Number
1,619,399 for the mark "HYDROCIL"
Recordal of Assignment
Our File Number: 2774-194 US

Dear Sir or Madam:

Enclosed please find a true copy of an Amendment to Assignment Agreement by and between Solvay Pharmaceuticals, Inc. and Solvay Pharma Properties, Inc. Please record and index this assignment against United States Trademark Registration Number 1,619,399.

Authority is hereby given to charge the \$40 government filing fee to deposit account no. 13-2165 in the name of Mathews, Collins, Shepherd & McKay, P.A.

1. The Name of the Party conveying an interest:

SOLVAY PHARMACEUTICALS, INC.
901 Sawyer Road
Marietta, Georgia 30062

Entity:

- [] Individual [] Association
[] General Partnership [] Limited Partnership
[X] Corporation - a Georgia corporation
[] Other -

700136965

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CH \$40.00 132165 1619399

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

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2. Name and Address of Party Receiving an Interest:

SOLVAY PHARMA PROPERTIES, INC.
210 Main Street West
Baudette, Minnesota 56623

Entity:

- Individual Association
 General Partnership Limited Partnership
 Corporation – a Minnesota corporation
 Other -

If not domiciled in the United States, a domestic representative designation is attached:

- Yes **Not applicable**
 No

3. Interest Conveyed:

- Assignment Change of Name
 Security Agreement Merger
 Change in Legal Status

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

Additional sheet attached: Yes No

A. APPLICATION SERIAL NO.(s)

B. TRADEMARK REGISTRATION NO.(s)

1,619,399

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

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5. Name and Address of party of whom correspondence concerning document should be mailed.

Todd A. Denys, Esq.

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

100 Thanet Circle, Suite 306

Princeton, NJ 08540-3674

Tel. No. (609) 924-8555

6. Number of applications and registration involved:

One(1)

7. Amount of fee enclosed or authorized to be charged:

\$40.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

13-2165

Your prompt attention to expediting the recordation of this assignment request is greatly appreciated.

If you have any questions, please do not hesitate to telephone me directly at (609) 924-8555.

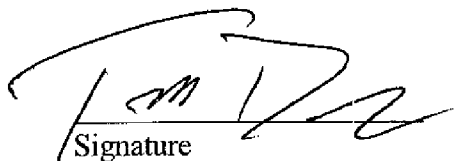
9. Date of execution of attached document: May 31, 2004

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

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10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

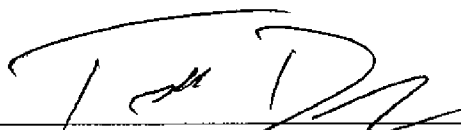
12/8/04
Date


Signature

Todd A. Denys
Name of Person Signing

Very truly yours,

MATHEWS, COLLINS, SHEPHERD & MCKAY

By: 
Todd A. Denys

TAD:fem

- Encls. 1. A true copy of an Amendment to Assignment Agreement
- 2. This Official Letter of Transmittal

cc: NUMARK Laboratories, Inc.

**AMENDMENT TO
ASSIGNMENT AGREEMENT**

THIS AMENDMENT AGREEMENT (the "Amendment") is made and entered into, this ~~31st~~ day of May, 2004, effective retroactively, nunc pro tunc as of September 2, 1997, by and between Solvay Pharmaceuticals, Inc., a Georgia corporation, having an office and principal place of business at 901 Sawyer Road, Marietta, Georgia 30062 ("Assignor") and Solvay Pharma Properties, Inc., a Minnesota corporation, having an office and principal place of business at 210 Main Street West, Baudette, Minnesota 56623 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee (collectively, sometimes hereinafter referred to as the "parties") entered into that certain Assignment Agreement dated as of September 2, 1997 (the "Assignment Agreement"), pertaining to Assignor's assignment to Assignee of all of Assignor's right, title, and interest in and to the trademarks, patents, and other intangible assets identified in Exhibit A to the Assignment Agreement, together with the goodwill symbolized thereby;

WHEREAS, the parties inadvertently failed to include as part of Exhibit A to the Assignment Agreement, the trademark HYDROCIL®, U.S. Trademark Registration Number 1,619,399; and

WHEREAS, the parties desire to correct such mistake effective retroactively to the original date of the Assignment Agreement so that such Assignment Agreement covers the trademark HYDROCIL®, U.S. Trademark Registration Number 1,619,399, nunc pro tunc as of September 2, 1997;

NOW, THEREFORE, for and in consideration of the premises, covenants, representations, and warranties set forth herein, as well as other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Amendments and Modifications to Assignment Agreement. The Assignment Agreement is hereby amended and modified, effective retroactively, nunc pro tunc as of September 2, 1997, by deleting the original Exhibit A to the Assignment Agreement in its entirety and substituting in lieu thereof the Exhibit A attached to this Amendment, which is incorporated herein and made an integral part hereof by reference, so as to include as part of the Assets (as defined in the Assignment Agreement) assigned and transferred by Assignor to Assignee all of Assignor's right, title, and interest in and to the trademark HYDROCIL®, U.S. Trademark Registration Number 1,619,399, together with the good will symbolized thereby, effective retroactively, nunc pro tunc as of September 2, 1997.

2. No Other Amendments or Modifications. Except for the amendment and modification made in Section 1 of this Amendment, no other amendments or modifications to the Assignment Agreement are made or intended to be made by the parties; and, except for the amendment and modification set forth in Section 1 of this Amendment, all of the terms, conditions, and provisions of the Assignment Agreement remain and are to continue in full force and effect.

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3. Miscellaneous.

(a) Severability. Should any part or provision of this Amendment be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

(b) Applicable Law. The validity and effect of this Amendment are governed by, and it is to be construed in accordance with, the laws of the State of Minnesota.

(c) Successors. All the provisions Amendment bind and inure to the benefit of Assignee (as well as its successors, assigns, and representatives) and Assignor (as well as its successors and representatives).

(d) Headings. Section headings included in this Amendment are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting, this Amendment Agreement.

(e) Waiver; Modification. No change or modification of this Amendment will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change, modification, or waiver is in writing and signed by the parties.

(f) Entire Agreement. This Amendment contains the entire agreement of the parties with respect to the subject matters hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

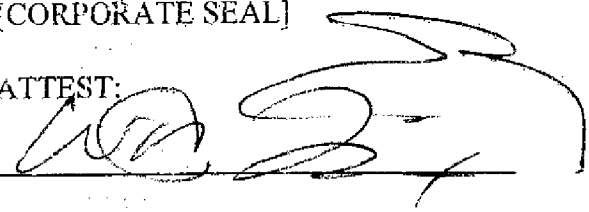
IN WITNESS WHEREOF, the parties have entered into this Amendment effective retroactively, nunc pro tunc as of September 2, 1997.

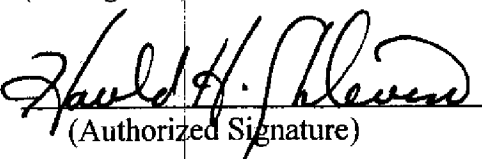
LEGAL REVIEW
W. LINSOTT
DATE 5-25-01

[CORPORATE SEAL]

Solvay Pharmaceuticals, Inc.
("Assignor")

ATTEST:



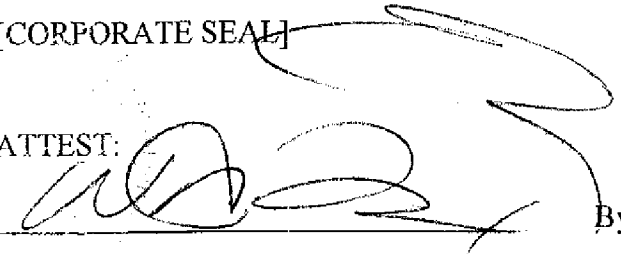
By: 
(Authorized Signature)

President and CEO
(Name & Title) (lease Print)

[CORPORATE SEAL]

Solvay Pharma Properties, Inc.
("Assignee")

ATTEST:



By: 
(Authorized Signature)

6/1/2004 VP of Finance
(Name & Title) (lease Print)

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Exhibit A**Intangible Assets**

CORTENEMA® Enema:	Trademark Registration Number:	808,375
	New Drug Application Number:	16-199
CREON® 5 Capsule:	Patent Registration Number:	4,280,971
CREON® 10 MINIMICROSPHERES® Capsule:	Trademark Registration Number:	1,919,042
DUPHALAC® Syrup:	Trademark Registration Numbers:	1,389,661 1,094,189
	Abbreviated New Drug Application Number:	72-372
ESTRATAB® 0.3 mg Tablet:	Trademark Registration Number:	898,613
	Abbreviated New Drug Application Number:	86-715
ESTRATAB® 0.625 mg Tablet:	Abbreviated New Drug Application Number:	83-209
ESTRATAB® 1.25 mg Tablet:	Abbreviated New Drug Application Number:	83-856
ESTRATAB® 2.5 mg Tablet:	Abbreviated New Drug Application Number:	83-857
ESTRATEST® H.S. Tablet:	Trademark Registration Number:	898,086
	Abbreviated New Drug Application Number:	87-212
(Pending)		
ESTRATEST® Tablet: (Pending)	Abbreviated New Drug Application Number:	87-597
HYDROCIL®	Trademark Registration Number:	1,619,399
LITHOBID® Tablet:	Trademark Registration Number:	1,147,470
	New Drug Application Number:	18-027
	Patent Registration Number:	4,264,573
LUVOX® (fluvoxamine maleate) Tablet:	Trademark Registration Number:	1,906,268
	New Drug Application Number:	20-243
	Patent Registration Number:	4,085,225
ROWASA® 500 mg Suppository:	New Drug Application Number:	19-919
ROWASA® 4g/60ml Enema:	Trademark Registration Number:	1,461,626
	New Drug Application Number:	19-618
	Patent Registration Number:	4,657,900
R Design & Logo:	Trademark Registration Number:	778,667

TRADEMARK

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