

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): MSP SINGAPORE COMPANY LLC. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other Delaware Limited Liability Company. Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): MSP MARKETING SERVICES (C) LLC. Internal Address: 351 N. Sunnyside Avenue, North Wales, Pennsylvania 19454. Includes checkboxes for citizenship and partnership types. If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other License Recordal. Execution Date: November 18, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/492615, 76/492611. B. Trademark Registration No.(s) 2782478, 2787086. Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Lanning G. Bryer, Ladas & Parry, 26 West 61st Street, New York, N.Y. 10023

6. Total number of applications and registrations involved: 4. 7. Total fee (37 CFR 3.41): \$ 115.00. Enclosed, Authorized to be charged to deposit account. 8. Deposit account number: 12-0425. (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. Lanning G. Bryer, Signature, January 13, 2005, Date. Total number of pages including cover sheet, attachments, and document: 13

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 LICENSE AGREEMENT

THIS AGREEMENT, effective as of this 18 day of November 2004, between **MSP SINGAPORE COMPANY LLC**, a limited liability company organized and existing under the laws of the State of Delaware, United States of America, located at 300 Beach Road, The Concourse No. 12-08, Singapore 199555 (hereinafter referred to as "LICENSOR") and a **MSP MARKETING SERVICES (C) LLC**, a limited liability company organized and existing under the laws of the State of Nevada, United States of America, located at 351 N. Sunneytown Pike, North Wales, Pennsylvania 19454 (hereinafter referred to as "LICENSEE");

WITNESSETH:

WHEREAS, LICENSOR is the owner of Trademark Application No. 76/492615 for INEGY, Trademark Application No. 76/492611 for VYTORIN, Trademark Registration No. 2782478 for PYRAMID Logo and Trademark Registration No. 2787086 for ZETIA including any and all common law rights and goodwill appurtenant to the business (hereinafter the "Licensed Marks");

WHEREAS, LICENSEE desires the right to use the Licensed Marks in the United States of America, its territories and possessions, and Puerto Rico (hereinafter the "Territory") in connection with the manufacture, distribution and sale of cardiovascular preparations (hereinafter the "Licensed Products") and LICENSOR is willing to grant such right on the terms and conditions hereinafter provided; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

Grant of License

1.1 LICENSOR hereby grants to LICENSEE an exclusive license, with the right to grant sublicenses with LICENSOR'S prior written approval, to use the Licensed Marks in the Territory upon and in connection with the manufacture, distribution and sale of the Licensed

Products and only so long as such Licensed Products are manufactured, distributed and sold by LICENSEE strictly in accordance with the standards, specifications, and instructions submitted or approved by LICENSOR.

1.2 The term "Territory" shall include the marketing, sale and distribution of the Licensed Products via the Internet through LICENSEE's website or such other website that may be approved by LICENSOR. LICENSEE shall bear all costs of such marketing, sale and distribution of the Licensed Products, including costs associated with maintaining or promoting such website or costs of shipping the Licensed Products ordered on LICENSEE'S website.

1.3 LICENSOR reserves all rights to the Licensed Marks with the exception of those rights which are granted specifically to LICENSEE and LICENSOR may exercise such rights at any time.

Quality Control

2.1 LICENSOR acknowledges that the Licensed Products are of sufficient quality standard to be in compliance with industry standards. LICENSEE recognizes the importance of maintaining this minimum standard of quality and agrees to make certain that the quality of the Licensed Products bearing the Licensed Marks do not fall below this standard during the term of this Agreement.

2.2 Once a year at LICENSOR'S expense, LICENSOR shall have the right, at all reasonable times and with prior notice, to inspect the Licensed Products upon or in connection with which the Licensed Marks are to be used by LICENSEE, in order that LICENSOR may satisfy itself that the Licensed Products meet with industry standards and specifications.

The Licensed Marks

3.1 LICENSEE shall use and display the Licensed Marks only in the form and manner designated or approved by LICENSOR from time to time hereunder.

3.2 LICENSOR shall notify LICENSEE if it elects to change the form of the Licensed Marks and LICENSEE shall effect the change as promptly as possible. However, if, after the change has been effected, LICENSEE has an inventory of Licensed Products bearing the previous form of the Licensed Marks, LICENSEE may sell off such Licensed Products in the

ordinary course of business. LICENSEE may further exhaust its inventory of business related documents (e.g., stationery) bearing the previous form of the Licensed Marks after the change has been effected.

3.3 LICENSEE recognizes LICENSOR'S ownership in and title to the Licensed Marks as well as LICENSOR'S ownership of any distinctive features of the packaging, trade dress or any other materials in the Territory and it is understood that throughout the term of this Agreement and at any time thereafter, LICENSEE shall not contest the validity of the Licensed Marks, use the Licensed Marks in conjunction with any other trademarks or service marks, claim adversely to LICENSOR any right, title or interest in and to the Licensed Marks and shall not use, register, apply to register or aid or induce a third party in registering the Licensed Marks, or a confusingly similar trademark(s) in the Territory during the term of this Agreement and at any time thereafter.

3.4 LICENSEE shall not use the Licensed Marks, in whole or in part, as a corporate name, trade name or otherwise without the prior written approval of LICENSOR. LICENSEE shall not join any name(s) with the Licensed Marks so as to form a new mark.

Recordation of License

4. If LICENSOR considers it advisable to record LICENSEE as a licensee of the Licensed Marks in any jurisdiction included in the Territory, LICENSEE agrees to cooperate in such a procedure and to execute any documents submitted to LICENSEE for this purpose.

Indemnification

5. LICENSEE shall at all times during the term of this Agreement, and at all times after the termination hereof, defend, indemnify and save LICENSOR harmless from and against all claims, liabilities and expenses incurred and damages paid by LICENSOR in respect of any third party claim or action against LICENSOR whatsoever and howsoever arising through the act, omission, neglect or default of LICENSEE or its distributors, servants or agents, in connection with this Agreement and the activities contemplated hereunder. LICENSEE, at LICENSEE'S expense and upon LICENSOR'S request, shall defend and indemnify LICENSOR in any third party claim or action against LICENSOR described above, but LICENSOR shall have the right at LICENSOR'S sole election and at LICENSEE'S expense

to defend any action or intervene at LICENSOR'S discretion.

Infringements

6. Each party shall promptly call to the attention of the other the use of any mark by any third party which either party might consider to be an infringement or passing off of the Licensed Marks. However, LICENSOR shall have the sole right to decide whether or not proceedings shall be brought against such third parties. In the event that LICENSOR decides that action should be taken against such third parties, LICENSOR may take such action either in its own name or, alternatively, LICENSOR may authorize LICENSEE to initiate such action in LICENSEE'S name. In any event, the parties agree to cooperate fully with each other to the extent necessary to prosecute such action, all expenses being borne by the party bringing such action and all damages which may be recovered being solely for the account of that party.

Term and Termination

7. This Agreement shall continue in force for a period of ten (10) years from the date of execution hereof unless sooner terminated as herein provided. This Agreement shall be automatically and successively renewed for additional ten (10) year periods. The license granted herein for the Territory shall terminate forthwith in the event:

- (a) bankruptcy or judicial or administrative declaration of insolvency of LICENSEE;
- (b) government expropriation of any of the assets of LICENSEE which relate to LICENSOR'S activities as contemplated by the present Agreement;
- (c) if either party fails to perform any of the terms, conditions, agreements or covenants in this Agreement on its part and if (i) the default continues uncured for a period of thirty (30) business days or more after notice has been given to the defaulting party, or (ii) the default is of such a nature that it may not be reasonably cured within thirty (30) business days, and all reasonable steps necessary to cure the default have not been taken by the defaulting party, the Agreement may be terminated immediately by and upon notice to the defaulting party; or
- (d) at LICENSOR'S discretion, by written notice to LICENSEE at any time, if LICENSEE undergoes a substantial change in ownership whereby the majority of the share interest in LICENSEE is acquired by a third party.

Rights on Termination

8.1 No later than thirty (30) days after termination or expiration, LICENSEE shall deliver to LICENSOR a complete and accurate schedule of LICENSEE'S inventory of Licensed Products, related works-in-progress and other associated materials on hand, in the possession of any third parties engaged by LICENSEE and in transit, which schedule shall describe the Licensed Products and set forth the quantity of such Licensed Products.

8.2 Upon termination or expiration of this Agreement, for any reason, LICENSEE agrees not to use the Licensed Marks with the exception that LICENSEE shall have ninety (90) days within which to complete and sell off any works-in-progress or existing inventory. Following the expiration of the ninety (90) day sell-off period, LICENSEE shall not have any right to sell any Licensed Products remaining unsold and all promotional materials bearing or relating to the Licensed Marks and Licensed Products not sold pursuant to this section shall be destroyed or returned and an affidavit of destruction shall be furnished to LICENSOR within one-hundred twenty (120) days following the end of said ninety (90) day sell-off period.

Trademark Notice

9. LICENSEE agrees to use the Licensed Marks in a manner that is consistent with accepted trademark practice and shall affix onto all Licensed Products, to the extent practicable as to size and being readily visible, a legend indicating that the Licensed Marks are being used under license from LICENSOR. The following are the required notices:

Common Law Marks/Pending Applications:

"The _____TM trademark is used under license by MSP Marketing Services (C) LLC through MSP Singapore Company, LLC"

Registered Trademarks:

"_____® is a registered trademark of MSP Singapore Company, LLC used under license by MSP Marketing Services (C) LLC.

Waiver

10. Any waiver by LICENSOR or LICENSEE of a breach of any term or condition of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

Invalidity

11. In the event any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, this shall not in and of itself nullify the remaining provisions of this Agreement unless LICENSOR, in LICENSOR'S discretion, decides that such declaration adversely affects the original intent of the parties.

Notices

12. All notices, claims, requests, and demands hereunder (hereinafter referred to as "Communication") shall be in writing and shall be deemed to have been duly given if mailed (by registered or certified mail, return receipt requested and postage prepaid) as follows:

If LICENSOR, to:

Ms. Susan Lutter
MSP Singapore Company LLC
300 Beach Road
The Concourse No. 12-08
Singapore 199555

If LICENSEE, to:

Mr. Adam Schechter
MSP Marketing Services (C) LLC
351 N. Sumneytown Pike
North Wales, PA 19454

or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. If mailed as aforesaid, any such Communication shall be deemed to have been given on the tenth business day following that on which the Communication is mailed; provided that any Communication sent by telecopier or telex and

confirmed by mail (postage prepaid) shall be deemed to have been given at the time of transmission.

Governing Law

13. This Agreement shall be deemed to have been made in New Jersey and governed by and construed in accordance with the laws of New Jersey, without regard to its rules of conflict or choice of law provisions that would require the application of the laws of any other jurisdiction. The parties hereto agree to submit to the exclusive jurisdiction of the State and Federal Courts located in New Jersey.

Parties in Interest

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to the successors and assigns of LICENSOR and LICENSEE.

Assignment

15. LICENSEE may not assign or transfer any of its rights hereunder or delegate its obligations hereunder without prior written consent of LICENSOR, and any such purported assignment, transfer, sublicense or delegation, in the absence of such consent, shall be void and without effect.

Amendments to Agreement

16. This Agreement represents the entire agreement of the parties, any and all prior assertions, understandings, warranties and representations are merged herein. It is a final integrated Agreement which embodies all the terms, conditions and representations between the parties and the parties make no warranties, covenants or agreements, express or implied, except as expressly set forth herein.

Further Assurances

17. Each party to this Agreement shall promptly after request by any party hereto, execute and deliver such documents and take any and all such other action, as the requesting party shall reasonably request in order to further effectuate the provisions of this Agreement or to formulate such offering.

Relationship of Parties

18. Each party shall act as an independent contractor in carrying out its obligations under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal/agent relationship between the parties, and neither party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

Gender

19. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

Construction


20. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if those words or phrases were never included in this Agreement, and no implication or inference shall be drawn from the fact that the words or phrases were so stricken out of or otherwise eliminated.

Headings

21. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

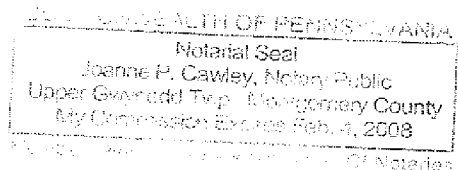
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


MSP SINGAPORE COMPANY LLC

By 
Title: Director & Treasurer

MSP MARKETING SERVICES (C) LLC

By 
Title: Vice President/General Manager

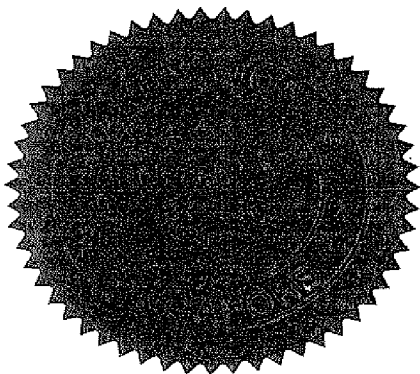



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LICENSOR'S ACKNOWLEDGMENT

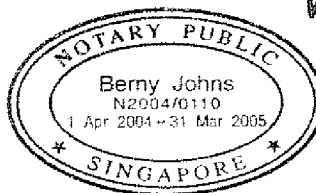
REPUBLIC OF SINGAPORE)

On this 19th day of November 2004, before me personally appeared SUSAN LUTTER to me known, who, being by me duly sworn, did depose and say that she is the Director and Treasurer of the corporation described in and which executed the foregoing instruments, that she knows the seal of said corporation; that the said seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she signed her name thereto by like order.



[Handwritten Signature]

Notary Public



The execution on behalf of
MSP SINGAPORE COMPANY LLC must be
acknowledged before a Notary Public in Singapore