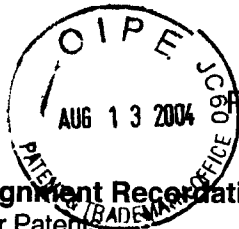


08-18-2004



Our Ref.: 4426-5

Mail Stop Assignment Registration Ser

102816324

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

8-13-04

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

R.P. Scherer Technologies, Inc.

- Individual(s)
- General partnership
- Corporation-State: **Nevada**
- Other: _____
- Association
- Limited Partnership

3. Nature of conveyance:

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

Execution Date: **June 23, 2004**

2. Name and address of receiving party(ies):

Name: **Pharmaphil Inc.**

Internal Address: _____

Street Address: **3190 Devon Drive**

City: **Windsor, Ontario**

State/Country: **Canada**

Zip: **N8X 4L2**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other **An Ontario Corporation**

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):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

- (1)
- (2)
- (3)

B. Trademark Registration No.(s)

- (1) **2,636,848**
- (2) _____
- (3) _____

Additional numbers attached? Yes No

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

Name: **Duane M. Byers**

Internal Address: _____

Street Address: **Nixon & Vanderhye P.C.**

1100 North Glebe Road

8th Floor

City **Arlington** State: **VA** Zip: **22201**

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 #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

DO NOT USE THIS SPACE

9. Statements 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.

Duane M. Byers

Name of Person Signing

D Byers
Signature

August 13, 2004

Date

08/17/2004 ECOOPER 00000154 2636848

01 FC:8521

DMB:lfo

40.00

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

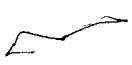
DEED OF ASSIGNMENT OF TRADEMARKS

WHEREAS, R.P. Scherer Technologies, Inc., a Nevada corporation located at 7690 Cheyenne Avenue, Suite 100, Las Vegas, 89129, U.S.A. (formally located at 2030 East Flamingo Road, Suite 260, Paradise Valley, Nevada, 89119, U.S.A.) ("Seller"), is the owner of the trademark set out in Schedule A hereto (the "Trademark") and

WHEREAS, Pharmaphil Inc., an Ontario corporation located at 3190 Devon Drive, Windsor, Ontario, N8X 4L2 ("Buyer") is desirous of acquiring the Trademark and is successor to a portion of the ongoing and existing business of Seller, to which the Trademark pertains,

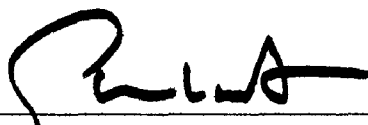
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby assign unto Buyer all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and the associated registration and all common law rights, causes of action, rights of recovery and claims for damages and other relief referring, or pertaining to the Trademark including claims for past and future infringement.

Seller shall promptly render all assistance reasonably necessary to record Buyer as the owner of the Trademark. Seller shall, upon reasonable notice, provide to Buyer or its legal representative further documents and information which may be required from time to time in connection with the renewal, prosecution or enforcement of the Trademark.



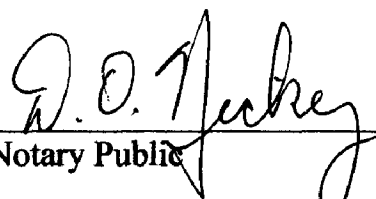
Seller shall transfer to Buyer or its legal representatives all original files and documents relating to the Trademark, including but not limited to, all application and registration files for the Trademark, certificates of registration, and search reports and opinions concerning availability and registrability of the Trademark.

R.P. Scherer Technologies, Inc.

By: 
GLEN L. MARTIN, VP

Executed this 23rd day of June, 2004.

Sworn and subscribed before me this
23rd day of June, 2004.


Notary Public

DONALD O. NICKEY, Attorney-At-Law
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147.04 R.C.