

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

Attorney Docket No. 18794T
U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Novartis AG. February 3, 1997

- Individual(s)
- General Partnership
- Corporation-State
- Other Swiss corporation
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Execution Date(s) February 3, 1997

Additional names, addresses, or citizenship attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)
Wellmark International Yes

Internal Address: _____

Street Address: 1501 E. Woodfield Road, Suite 200

City: West Schaumburg

State: Illinois

Country: USA Zip: 60173

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation CALIFORNIA Citizenship _____

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

B. Trademark Registration No.(s)
1,053,504; ALTOSAND; No. 1,325,395 GENCOR; .
No. 990,622 MUSCAMONE; 1,137,129, VET-KEM

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: TOWNSEND AND TOWNSEND AND CREW LLP

Internal Address: Mary L. Shapiro

Street Address: Two Embarcadero Center, 8th Floor

City: San Francisco

State: California Zip: 94111-3834

Phone Number: (415) 576-0200

Fax Number: (415) 576-0300

Email Address: mls@townsend.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 20-1430
Authorized User Name R. Gwen Peterson

9. Signature: _____
Signature

2/8/05
Date

Mary L. Shapiro
Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK ASSIGNMENT

This Agreement is between NOVARTIS AG, a Swiss corporation having a business address of CH-4002, Basel, Switzerland ("Assignor") to Wellmark, a California corporation having a business address at 1501 E. Woodfield Rd., Suite 200 West, Schaumburg, IL 60173 ("Assignee"). The Agreement shall be effective, *nunc pro tunc*, as of February 3, 1997.

WHEREAS, Assignor is the owner of various marks, including common law and statutory trademarks, and United States and Canadian applications and registrations identified in Exhibit A - (hereinafter collectively "the Marks");

WHEREAS, Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all common law and statutory rights therein, past, present and future registrations and applications therefore, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (except for those portions of the rights in the Marks Assignor has previously granted to Assignee, if any) (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, as of the effective date of this Assignment set out hereinabove, *nunc pro tunc*, All Rights in the Marks as defined hereinabove. The rights of Assignee at common law and/or to the end of the term or terms of which registration(s) of the Marks may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of Marks, all damages by reason of past infringement(s) of the Marks, with the right to sue for and collect the same for its own use and benefit, and for the use, benefit and on behalf of its successors, assigns and other legal representatives.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Marks, now and in the future.

The undersigned officer of Assignor represents that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment

NOVARTIS AG

By: 

Name: Tom Sadler Irene Degen-Olivetti

Title: Trademark Specialist Trademark Assistant

Date: 1st February 2005

WELLMARK INTERNATIONAL

By: 

Name: Frank Jusich

Title: COO & CFO

Date: Jan 18, 2005

EXHIBIT A
TRADEMARK ASSIGNMENT
REGISTERED MARKS
BY NOVARTIS AG TO WELLMARK INTERNATIONAL

UNITED STATES

ALTOSAND	Reg. No. 1,053,504
GENCOR	Reg. No. 1,325,395
MUSCAMONE	Reg. No. 990,622
VET-KEM	Reg. No. 1,137,129

CANADA

ALTOZAR	TMA198,484
MUSCAMONE	TMA206358