

2-8-05



102937936

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
**Blaine Company, Inc.
d/b/a Blaine Pharmaceuticals**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Kentucky
 Other _____

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):
Name: **Logan Pharmaceuticals LLC**
Internal Address: **c/o Rich Razgaitis**
Street Address: **7672 Montgomery Road, Suite 254**
City: **Cincinnati** State: **Ohio** Zip: **45236-4204**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **December 21, 2004**

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? yes no

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

A. Trademark Application No.(s) B. Trademark Registration No.(s)

U.S. Trademark Registration No. 2541622
 U.S. Trademark Registration No. 2652424

Additional numbers attached? yes no

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

Name: **HOLLY D. KOZLOWSKI**

Internal Address: **DINSMORE & SHOHL LLP**

Street Address: **1900 Chemed Center
255 East Fifth Street**

City: State: Zip: **Cincinnati, Ohio 45202**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41): **\$65.00**

Enclosed by check.
 Please charge the amount of **\$65.00** to our Visa credit card account. Form PTO-2038 is attached.
 Authorized to be charged to deposit account.
 Please charge any deficiencies or credit any overpayment to deposit account.

8. Deposit account number: **04-1133** **65E**

(Attached 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.

Holly D. Kozlowski *Holly D. Kozlowski* **Feb. 4, 2005**
 Name of Person Signing Signature Date

Total number of pages including cover sheet: **3**

02/09/2005 ECOOPER 00000273 2541622

01 FC:8521
02 FC:8522

40.00 08
25.00 08
CERTIFICATE OF MAILING
 I hereby certify that this paper is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Mail Stop Assignment Recordation; Director of the US Patent and Trademark Office; PO Box 1450; Alexandria, VA 22313-1450 on **Feb. 4, 2005**

Bonnie S. ...

TRADEMARK ASSIGNMENT

WHEREAS, Blaine Company, Inc. d/b/a Blaine Pharmaceuticals, a Kentucky corporation, with a notice address c/o Vincent J. Gilday Jr., 1717 Dixie Highway, Suite 700, Fort Wright, Kentucky 41011 (hereinafter referred to as "Assignor"), is the owner of the entire right, title and interest in and to, and the goodwill symbolized by and associated with, the following marks:

MAGINEX, as embodied by U.S. Trademark Registration No. 2541622, with a registration date of February 19, 2002;

MAH, as embodied by U.S. Trademark Registration No. 2652424 with a registration date of November 19, 2002;

(Maginex and MAH being collectively herein the "Marks").

WHEREAS, Logan Pharmaceuticals LLC, an Ohio corporation, with a notice address c/o Rich Razgaitis, 7672 Montgomery Road, Suite 254, Cincinnati, Ohio 45236-4204 (hereinafter referred to as "Assignee"), is a wholly owned subsidiary of Assignor, and is desirous of acquiring the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Marks, inclusive of the goodwill of the business symbolized by the Marks, the trademark applications associated therewith as encompassed by the Marks, and the right to recover any damages for past infringement thereof;

Assignor agrees to take whatever further action is deemed necessary or appropriate by Assignor to properly and fully affect and perfect the transfer to Assignee of the Marks, to establish full custody of the Marks by Assignee, to set forth and establish the chain of title to the Marks, and to set forth and establish the first use of the Marks, as requested by Assignee;

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue the respective trademark registrations to said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignor hereby covenants and agrees that it has full right to convey the entire interests herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

