

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACT Laboratories, Inc.		02/22/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMT Investments IV, LLC		
<b>Street Address:</b>	7530 Frontage Road		
<b>City:</b>	Skokie		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60077		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78566041	ACT	
<b>Registration Number:</b>	3055100	ACT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(918)581-5599		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	918-581-5514		
<b>Email:</b>	cbc@praywalker.com		
<b>Correspondent Name:</b>	C. Bretton Crane		
<b>Address Line 1:</b>	100 W. 5th Street, 9th floor		
<b>Address Line 4:</b>	Tulsa, OKLAHOMA 74103		
<b>NAME OF SUBMITTER:</b>	C. Bretton Crane		
<b>Signature:</b>	/s/ C. Bretton Crane		
<b>Date:</b>	02/27/2006		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of February 22, 2006 (the "*Effective Date*"), is made by and between ACT Laboratories, Inc., a Delaware corporation ("*Assignor*"), and BMT Investments IV, LLC, a Michigan limited liability company ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "*Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Acquired Assets, including the Acquired IP Assets, as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks listed on Schedule A or that otherwise constitute Acquired IP Assets under the Agreement, and the goodwill associated with all of the foregoing (collectively, the "*Trademarks*"); and

WHEREAS, Assignee, pursuant to the Agreement, wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or 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, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns and other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the

execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

The Assignor hereby irrevocably constitute and appoint Assignee, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its name to take any and all action and to execute thereafter any and all documents and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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**SCHEDULE A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Country</b>	<b>Registration No.</b>	<b>Reg. Date</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Trademark</b>	<b>Status</b>
US	3,055,100	January 31, 2006	78/566041	February 11, 2005	ACT	Registered