

12-15-2005

Form **PTO-1594** (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103137945
TRADEMARKS ONLY

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

12-505

1. Name of conveying party(ies):

PHARMACEUTICAL FORMULATIONS, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 23, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LEINER HEALTH PRODUCTS, L.L.C.

Internal

Address:

Street Address: 901 East 233rd Street

City: Carson

State: CA

Country: USA Zip: 90745

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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.

A. Trademark Application No.(s)
76/575252

B. Trademark Registration No.(s)
2969441; 2980565; 2893963; 2890533; 2890532; 2717528; 2237471; 1948508

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: Michael A. Painter, Esq.

Internal Address: Isaacman, Kaufman & Painter

Street Address: 8484 Wilshire Blvd., Suite 850

City: Beverly Hills

State: CA Zip: 90211

Phone Number: 323-782-7700

Fax Number: 323-782-7744

Email Address: painter@ikplaw.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 12-05-2005

Expiration Date 12/15/2005 U.S. Patent & TMO/TM Mail RecDt: #72
0000005 160070 76575252

b. Deposit Account Number 16-0070
Authorized User Name Michael A. Painter

9. Signature:

Signature

November 30, 2005

Date

Michael A. Painter

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003273 FRAME: 0083

TRADEMARK ASSIGNMENT

WHEREAS, Pharmaceutical Formulations, Inc., a Delaware corporation ("PFI"), owns the federal applications and/or registrations for the trademarks and tradenames listed on Schedule A attached hereto including all common law rights and corresponding goodwill resulting from such trademarks and tradenames (collectively referred to as the "Intellectual Property"); and

WHEREAS, pursuant to the Asset Purchase and Sale Agreement by and between Leiner Health Products, L.L.C., a Delaware limited liability company ("Leiner"), and PFI dated July 8, 2005, as amended and restated by that Amended and Restated Asset Purchase and Sale Agreement dated September 9, 2005 (collectively, the "Asset Purchase Agreement"), PFI has agreed to assign the aforesaid Intellectual Property to Leiner;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PFI does hereby assign and transfer to Leiner, all of its right, title, and interest in and to all of the Intellectual Property, including those trademarks and tradenames set forth on Exhibit A hereto, along with all designs and logos incorporating the marks, including all common law rights together with the good will of the business symbolized by the trademarks, and all registrations and applications relating to the trademarks, together with all income, royalties, fees and payments, now or hereafter due in respect of the trademarks, and including the right to sue and recover for past infringement of the trademarks, if any.

This assignment is subject to and in accordance with the provisions of the Asset Purchase Agreement. PFI agrees to execute any and all documents which are required to perfect the assignment of the Intellectual Property.

IN WITNESS WHEREOF, PFI has caused this Trademark Assignment to be executed in its name by its duly authorized representative this 23 day of September, 2005.

PHARMACEUTICAL FORMULATIONS, INC.

By: James C. Ingram
James Ingram
President

STATE OF NEW JERSEY :
: SS.
COUNTY OF :

On this 23 day of September, 2005, before me appeared James Ingram, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Pharmaceutical Formulations, Inc.

Betty Massaro
Notary Public
My Commission Expires: April 11 2007

The foregoing assignment is hereby accepted by and on behalf of Leiner Health Products, L.L.C.:

LEINER HEALTH PRODUCTS, L.L.C.

By: _____
Name: Gale K. Bensussen
Title: President

IN WITNESS WHEREOF, PFI has caused this Trademark Assignment to be executed in its name by its duly authorized representative this ____ day of September, 2005.

PHARMACEUTICAL FORMULATIONS, INC.

By: _____
James Ingram
President

STATE OF NEW JERSEY :
: SS.
COUNTY OF :

On this ____ day of September, 2005, before me appeared James Ingram, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Pharmaceutical Formulations, Inc.

Notary Public
My Commission Expires: _____

The foregoing assignment is hereby accepted by and on behalf of Leiner Health Products, L.L.C.:

LEINER HEALTH PRODUCTS, L.L.C.

By: Gale K. Bensussen
Name: Gale K. Bensussen
Title: President

STATE OF *California* :
 :
COUNTY OF *Los Angeles* :
 :
SS.

On this 22 day of September, 2005, before me appeared Gene K. Conness, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Leiner Health Products, L.L.C.

Regina V. Barit
Notary Public
My Commission Expires: July 13, 2009

