

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveying party named on the assignment previously recorded on Reel 002684 Frame 0735. Assignor(s) hereby confirms the Assignment of the Entire Interest.
EFFECTIVE DATE:	04/14/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Viatrix, Inc.		10/14/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MedPointe Healthcare Inc.
Street Address:	265 Davidson Avenue
Internal Address:	Suite 300
City:	Somerset, New Jersey
State/Country:	NEW JERSEY
Postal Code:	08875
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2543490	OPTIVAR

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-446-4800
 Email: hsmith@kirkland.com
 Correspondent Name: Hayley Smith, Kirkland & Ellis LLP
 Address Line 1: 153 East 53rd Street
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	OPTIVAR CORRECTION
NAME OF SUBMITTER:	Hayley Smith, Sr. Legal Assistant

CH \$40.00 2543490

Signature:

//Hayley Smith//

Date:

06/15/2006

Total Attachments: 4

source=Optivar Nunc Pro Tunc#page1.tif

source=Optivar Nunc Pro Tunc#page2.tif

source=Optivar Nunc Pro Tunc#page3.tif

source=Optivar Nunc Pro Tunc#page4.tif

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of April 14, 2003 ("Effective Date") by and between Viatris, Inc., a Delaware corporation, having its principal place of business at 890 East Street, Tewksbury, Massachusetts 01876 ("Assignor"), and MedPointe Healthcare Inc., a Delaware corporation, having a principal place of business at 265 Davidson Avenue, Suite 300, P.O. Box 6833, Somerset, New Jersey 08875-6833 ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement which Assignor, Assignee and Viatris GmbH & Co., KG ("Viатris") have entered into on April 14, 2003 (the "Purchase Agreement") whereby Assignee has agreed to purchase from Muro Pharmaceutical, Inc. ("Muro"), Viatris, and Assignor, and Muro, Viatris, and Assignor have agreed to sell to Assignee, all assets used by them to distribute, market, promote, use and sell Optivar® (the "Product") in the United States and Canada; and

WHEREAS, it is a condition to Assignee's obligations under the Purchase Agreement that Assignor assign to Assignee all trademarks and service marks used or held for use in connection with the Product in the United States and Canada including, without limitation, the United States trademark registration set forth on Schedule A attached hereto, together with any common-law rights in such trademark and the goodwill of the business associated therewith, (the "Mark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark, for the United States, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured now or hereafter, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, 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 hereby requests the Commissioner of Patents and Trademarks in the United States to record Assignee as the assignee and owner of the Mark.

Assignor shall take all further actions, and to provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation and testifying as to the facts and circumstances surrounding this Assignment), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application

for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

VIATRIS, INC.

Name: [Signature]

Title: Chairman

MEDPOINTE HEALTHCARE INC

Name: [Signature]

Title: EVP & General Counsel

STATE OF Massachusetts

) SS.

COUNTY OF Middlesex

On this 14th day of October, 2003 there appeared before me Peter Pelletier, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Chairman

[Signature]

Notary Public

KAREN L. CLARK, Notary Public
My Commission Expires April 5, 2007

STATE OF NJ

) SS.

COUNTY OF Somerset

On this 20th day of October, there appeared before me Beth Hecht, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of EVP General Counsel

Notary Public

ADRIENNE N. FOSTER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 16, 2008

SCHEDULE A

TRADEMARK REGISTRATION

Country	Mark	Registration No.	Registration Date
United States	OPTIVAR	2543490	2/26/02