

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pangeo Pharma (Canada) Inc.		08/19/2003	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Jamieson Laboratories Ltd.		
Street Address:	2 St. Clair Avenue West		
Internal Address:	16th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M4V 1L5		
Entity Type:	LIMITED LIABILITY COMPANY: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2512920	QUEST	
CORRESPONDENCE DATA			
Fax Number:	(860)275-8299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8602758200		
Email:	awergeles@rc.com		
Correspondent Name:	Amy Span Wergeles, Robinson & Cole LLP		
Address Line 1:	280 Trumbull Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Amy Span Wergeles		
Signature:	/Amy Span Wergeles/		
Date:	08/10/2006		

OP \$40.00 2512920

Total Attachments: 10

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TRADE-MARK ASSIGNMENT

THIS AGREEMENT made as of this 19 day of August, 2003

BETWEEN:

PANGEO PHARMA (CANADA) INC., 8580
L'Esplanade, Montréal, Québec
N2P 2R9

(herein referred to as the "Corporation")

- and -

JAMIESON LABORATORIES LTD., 2 St. Clair
Avenue West, 16th Floor, Toronto, Ontario, Canada
M4V 1L5

(herein referred to as the "Assignee")

RECITALS:

1. The Corporation is the absolute owner of all right, title and interest in and to the Trade-marks and Trade-mark Applications.
2. The Corporation and the Assignee have entered into an Asset Purchase Agreement dated as of August 3, 2003 (the "Purchase Agreement") whereby the Assignee shall purchase all of the collective assets of the Corporation specifically used to carry on the development, production, manufacturing, marketing, warehousing and distribution of the natural health products specifically set out in the Purchase Agreement.
3. This Agreement is called for in the Purchase Agreement.
4. By this Agreement, the Corporation sells, transfers and assigns the Trade-marks and Trade-mark Applications to the Assignee.

NOW THEREFORE in consideration of the respective covenants and agreements herein contained, the consideration set out in the Purchase Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The following terms shall have the following meanings for the purposes of this Agreement:

“Agreement”, “this Agreement”, “the Agreement”, “Trade-mark Assignment”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions mean this Trade-mark Assignment together with the Schedules annexed hereto;

“New Marks” has the meaning ascribed thereto in Section 2.5(a);

“Parties” means the Corporation and the Assignee collectively and “Party” means either one of them;

“Purchase Agreement” means the Asset Purchase Agreement entered into as of August 13, 2003 between the Corporation and Assignee;

“Trade-mark Applications” means those trade-mark applications owned by the Corporation described in Schedule B hereto;

“Trade-mark Rights” means all right, title and interest of the Corporation in and to: (a) the names Quest and Wampole, in any manner whatsoever including in association with vitamins, minerals, dietary and nutritional supplements, analgesic, generic, over-the-counter and other products of like nature, together with all goodwill associated therewith; (b) all other trade-marks, trade names, service marks, common law marks and logos owned by the Corporation and relating to its natural health products business, whether registered or registerable; and (c) including the Trade-marks and Trade-mark Applications collectively in respect of any of the aforesaid; and

“Trade-marks” means those trade-marks of the Corporation described in Schedule A hereto.

1.2 Construction of Agreement

In this Agreement:

- (a) words denoting the singular include the plural and vice versa;
- (b) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded and if the last day of such period is not a business day, the period shall end on the next business day;
- (c) the division of this Agreement into separate articles, sections, subsections and schedules, the provision of a table of contents, the title of this Agreement, and the

insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and

- (d) words or abbreviations which have well known or trade meanings are used herein in accordance with their recognized meanings.

1.3 Schedules

The following schedules are attached hereto are incorporated herein and form an integral part hereof:

Schedule A – Description of Assigned Trade-marks
Schedule B – Description of Assigned Trade-mark Applications

ARTICLE 2 ASSIGNMENT

2.1 Assignment of Trade-mark Rights

The Corporation hereby grants, transfers, assigns, sells and conveys to the Assignee, its successors, assigns, nominees or legal representatives, forever, the entire right, title, interest, ownership and all subsidiary rights of the Corporation in and to the Trade-mark Rights in association with all of the wares and services in respect of which such Trade-mark Rights have been or are used, together with the goodwill associated therewith, including the right to secure further trade-mark or other intellectual property registrations in respect thereof in any jurisdiction (including, without limitation, in Canada), the right to secure registrations, renewals, extensions of, or substitutions for, any such trade-mark, trade-mark applications, trade-mark registrations or other intellectual property applications or registrations in any jurisdiction (including, without limitation, in Canada), all rights in respect of any escrow arrangements entered into for the payment of maintenance fees for such Trade-mark Rights and the right to sue for all past, present and future infringements of any rights in the Trade-marks, all such rights as fully and entirely as the same would have been held and enjoyed by the Corporation had this Agreement not been entered into. Whether trade-mark rights or any other intellectual property rights shall be preserved, maintained and registered in any jurisdiction in respect of the Trade-mark Rights shall be at the sole discretion of the Assignee. This Section 2.1 is applicable to any portion or part of the Trade-mark Rights as well as to the Trade-mark Rights in their entirety.

2.2 Acknowledgement of Assignment

The Corporation hereby agrees and acknowledges that no rights in the Trade-mark Rights are retained by the Corporation. The Corporation acknowledges and agrees that upon the execution of this Agreement, the Assignee will own all right, title and interest in and to the Trade-mark Rights.

2.3 Registration of Trade-mark Rights/Power of Attorney

The Corporation hereby agrees to use commercially reasonable efforts to execute and deliver such further instruments, transfers, conveyances, assignments, affidavits and attestations

as are necessary to register the assignment of the Trade-mark Rights from the Corporation to the Assignee with applicable authorities, including, without limitation, the Canadian Intellectual Property Office, all at the Assignee's entire cost and expense. The Corporation hereby grants an irrevocable power of attorney to the Assignee to do all things necessary to have every intellectual property right related to the Trade-mark Rights assigned to the Assignee and to register such intellectual property interests with applicable authorities, including, without limitation, the Canadian Intellectual Property Office. The Parties acknowledge that the aforementioned irrevocable power of attorney is coupled with an interest.

2.4 Appointment of Agent for Service

The Corporation hereby acknowledges and agrees that Ogilvy Renault, Barristers and Solicitors, Patent and Trade-mark Agents, whose full postal address is 77 King Street West, Suite 2100, Toronto, Ontario, M5K 1H1, Attention: Robert A. Kozlov, shall be appointed as the firm to whom notice in respect of any Trade-mark Rights may be given or served with the same effect as if they had been given or served upon it.

2.5 No Opposition

- (a) In connection with the assignment of the Trade-mark Rights described in Section 2.1 above, the Corporation has assigned all of its right, title and interest in the Trade-mark Application for "WAMPOLE RELIEF", as described in Schedule B. Subsequent to the execution of this Agreement, the Corporation intends to file new trade-mark applications to register "ENTROPHEN RELIEF" and "EXDOL RELIEF", to be used by the Corporation in connection with wares, namely for pharmaceutical preparations, including analgesics, acetylsalicylic acid, acetaminophen, cough and cold remedies, allergy remedies and fever reducer (collectively, the "New Marks").
- (b) The Assignee agrees that it shall not contest, dispute or deny, for any reason whatsoever, directly or indirectly, the ownership, distinctiveness, validity or enforceability of the Corporation's New Marks or the validity of any application therefor or registration thereof, nor directly impair or attempt to impair the distinctiveness of the New Marks, nor counsel, procure or assist anyone else to do any such acts during the term of this Agreement or at any time thereafter. Additionally, the Assignee shall not attempt to register any trade-marks, service marks or trade names confusingly similar with the New Marks. This Section 2.5 shall survive any termination of this Agreement.

ARTICLE 3 GENERAL

3.1 Further Acts

Each of the Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each of the Parties will at any time and from time to time execute and deliver or cause

to be executed and delivered such further instruments and things and take such further actions as may be reasonably requested by any other Party in order to fully transfer and assign the Trade-mark Rights from the Corporation to the Assignee hereunder, to register transfers and assignments in respect thereof with applicable authorities including, without limitation, the Canadian Intellectual Property Office and to cure any defect in the execution and or delivery of this Agreement, all at the Assignee's entire cost and expense.

3.2 Entire Agreement

This Agreement and its Schedules, together with the Purchase Agreement, the Intellectual Property Assignment executed by the Parties as of the even date herewith and the Trade-marks License Agreement executed by the Parties as of the even date herewith, contain all of the agreements and understandings among the Parties pertaining to the subject matter herein and supersede all prior agreements, understandings, letters of intent, negotiations and discussions among the Parties, whether oral or written, express or implied in respect thereof. No modification of this Agreement will be effective unless it is in writing and signed by both of the Parties.

3.3 Severability

If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be partially or entirely invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions, or portions thereof, contained herein shall not in any way be affected or impaired thereby.

3.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties attorn to the non-exclusive jurisdiction of the courts of Ontario located in Ontario in respect of any dispute arising under this Agreement.

3.5 Notices

All notices required or permitted by this Agreement shall be in writing and delivered personally by courier or sent by fax to:

- (a) in the case of the Corporation, at:

PanGeo Pharma (Canada) Inc.,
8580 L'Esplanade
Montréal, Québec
N2P 2R9

Attention: Chief Executive Officer
Fax No.: (514) 384-9941

with a copy to: Gowling Lafleur Henderson LLP

Address: Commerce Court West, Suite 4900
Toronto, Ontario, Canada
M5L 1J3
Telephone: (416) 369-7399

Attention: E. Patrick Shea
Fax No.: (416) 369-7250

(b) in the case of the Assignee at:

Jamieson Laboratories Ltd.,
2 St. Clair Avenue West, 16th Floor,
Toronto, Ontario, Canada M4V 1L5

Attention: President
Fax No.: (416) 960-4803

with a copy to: Ogilvy Renault

Address: Suite 2100, P.O. Box 141
Royal Trust Tower, TD Centre
Toronto, Ontario, Canada
M5K 1H1
Telephone: (416) 216-4000

Attention: Robert A. Kozlov
Fax No.: (416) 340-6110

or at such other address or fax number which the addressee may from time to time have notified the addressor pursuant to this section. A notice shall be deemed to have been sent and received on the day it is delivered personally or by courier or on the day on which transmission is confirmed, if sent by fax. If such day is not a business day or if the notice is received after ordinary office hours (time of place of receipt), the notice shall be deemed to have been sent and received on the next business day.

3.6 Waiver

Save as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

3.7 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective permitted successors, assigns, nominees and legal representatives.

3.8 Authority to Sign

Each individual signing this Agreement on behalf of a corporate Party represents and warrants that he or she has the full authority to execute and bind their respective Party to the terms and conditions of this Agreement.

3.9 Counterparts

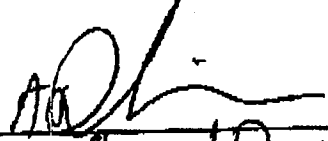
This Agreement may be executed in counterparts, and such Agreements so executed shall be deemed to be one Agreement, as though each Party had signed it in the presence of the others.

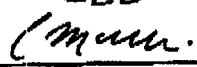
3.10 Language

The Parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

PANGEU PHARMA (CANADA) INC.

Per:  c/s
Name: Ahmad Doroudine
Title: CEO

Per:  c/s
Name: CRAIG MCMILLAN
Title: COO

JAMIESON LABORATORIES INC.

Per: _____ c/s
Name:
Title:

Per: _____ c/s
Name:
Title:

3.10 Language

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

PANGEO PHARMA (CANADA) INC.

Per: _____ c/s
Name:
Title:

Per: _____ c/s
Name:
Title:

JAMIESON LABORATORIES INC.

Per: *Vic Neufeld* c/s
Name: *VIC NEUFELD*
Title: *President & CEO*

Per: _____ c/s
Name:
Title:

SCHEDULE

MARK

REGISTRATION NUMBER

QUEST

2,512,920