

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/14/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Qualicaps Netherlands B.V.		09/14/2006	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA

Name:	Qualicaps Co., Ltd.
Street Address:	321-5 Ikezawacho,
City:	Yamatokoriyama-city
State/Country:	JAPAN
Postal Code:	Nara 639-1032
Entity Type:	CORPORATION: JAPAN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1293843	POSILOK
Registration Number:	2010366	QUALICAPS
Registration Number:	2187592	QUALICAPS
Registration Number:	2187595	QUALICAPS
Registration Number:	2187596	QUALICAPS
Registration Number:	2592678	QUALI-V
Registration Number:	2767259	QV
Registration Number:	3094111	NOBOGEL

CORRESPONDENCE DATA

Fax Number: (212)425-5288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 908 6362
 Email: tmdocketny@kenyon.com

CH \$215.00 1293843

Correspondent Name: Andrew Schmidt
Address Line 1: One Broadway
Address Line 2: Kenyon & Kenyon LLP
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 01660/999

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Andrew R. Schmidt

Signature: /ars/

Date: 11/02/2007

Total Attachments: 12
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CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, Qualicaps Netherlands B.V., a corporation organized under the laws of the Netherlands, having a place of business at Rokin 55, P.O. Box 990, 1000 AZ Amsterdam, the Netherlands (hereinafter "Assignor") was the owner of all right, title and interest in and to the trademarks listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, Qualicaps Co., Ltd., a corporation organized under the laws of Japan, having a place of business at 321-5 Ikezawacho, Nara 639-1032 Yamatokoriyama-city, Japan (hereinafter "Assignee"); acquired the Trademarks by assignment from Assignor by virtue of a Sale and Purchase Agreement entered into on September 14, 2006, whereby Assignee became the owner of all right, title and interest in and to the Trademarks; and

WHEREAS, the parties are desirous of memorializing the transfer of all legal right, title and interest in and to the Trademarks together with the goodwill appurtenant thereto, the business associated therewith and any and all past and present rights which have accrued to Assignor incident or appertaining to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor confirms the assignment to Assignee, effective as of September 14, 2006, of all of its right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law and foreign rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the

same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor assigned the Trademarks as part of that portion of the goodwill of the business to which the Trademarks pertain as required by Section 10 of the Trademark Act (15 U.S.C. §1060).

Assignor also represents and warrants that it shall supply Assignee with any and all further documents necessary to effectuate this Assignment.

QUALICAPS NETHERLANDS B.V.

Date: September 14, 2006

Tomiyasu Hirachi
Name: Tomiyasu Hirachi
Title: Director of Liquidation

**SCHEDULE A
(UNITED STATES OF AMERICA)**

<u>MARK</u>	<u>REG. NO.</u>
POSILOK	1293843
QUALICAPS	2010366
QUALICAPS Logo	2187592
QUALICAPS	2187595
QUALICAPS Logo	2187596
QUALI-V	2592678
QUALI-V Logo	2767259
NOBOGEL	3094111

SALE AND PURCHASE AGREEMENT

This agreement, hereinafter referred to as: the "Agreement", is made this 14th day of September 2006, by and between;

The undersigned:

1. QUALICAPS NETHERLANDS B.V. (formerly known as SHIONOGI EUROPE B.V.), a company incorporated under the laws of the Netherlands, having its offices in Amsterdam, the Netherlands, at Rokin 55, P.O. Box 990, 1000 AZ Amsterdam, hereinafter referred to as "Vendor", duly represented by its directors Mr. Takaomi Tomioka and Fortis Intertrust (Netherlands) B.V.;

and

2. QUALICAPS CO., LTD (formerly known as CARLYLE JAPAN HOLDINGS EIGHT, INC.), a company incorporated under the laws of Japan, having its offices in Yamatokoriyama-city, Japan, at 321-5 Ikezawacho, Nara 639-1032, hereinafter referred to as "Purchaser", duly represented by Mr. Takao Sato who, for this matter, has been granted a Power of Attorney by Purchaser. The Power of Attorney is attached to the Agreement as Exhibit A;

WHEREAS:

- A Vendor owns 1.202.000 shares of € 10,- par value each, numbered from 1 to 1.202.000, both inclusive, representing 76,93 % of the issued share capital of QUALICAPS EUROPE, S.A. (formerly known as SHIONOGI QUALICAPS, S.A.), (hereinafter, the "Spanish Shares") and 34.000.000 shares of US\$ 1,- par value each, representing 100% of the issued share capital of Qualicaps Inc. (hereinafter, the "American Shares", and both the Spanish and the American Shares will be collectively referred to as the "Company Shares");
- B On November 30, 2005, a pledge was created over the Spanish Shares in favour of SUMITOMO MITSUI BANKING CORPORATION, as lender and security agent (hereinafter, the "Initial Lender"), to secure the obligations assumed by the Purchaser under the loan agreement entered into with the Initial Lender on September 22, 2005 (hereinafter, the "Loan Agreement"), in accordance with the terms and conditions of the deed of pledge of shares executed before the Notary Public of Madrid, Mr. Carlos de Prada Guaita, on November 30, 2005 (the "Spanish Deed of Pledge"). Subsequently to the execution of the Spanish Deed of Pledge THE NORINCHUKIN BANK has acquired the condition of Lender under the Loan Agreement (hereinafter, SUMITOMO MITSUI BANKING CORPORATION and THE NORINCHUKIN BANK shall be collectively referred to as the "Lenders").

- C Initial Lender and Vendor entered into that certain Stock Pledge Agreement (the "American Pledge Agreement") dated as of November 2005, pursuant to which Vendor pledged to Initial Lender, as security for certain obligations assumed by Purchaser under the Loan Agreement, all of the American Shares (the "American Pledge"); and
- D Vendor owns all intellectual property rights as set forth and specified in Exhibit C (hereinafter referred to as the "Intellectual Property Rights");
- E The Purchaser wishes to acquire and the Vendor wishes to sell to Purchaser the Company Shares;
- F The Purchaser wishes to acquire the Intellectual Property Rights and the Vendor wishes to sell to Purchaser the Intellectual Property Rights;
- G Vendor and Purchaser have reached agreement on the sale of the Company Shares and the Intellectual Property Rights to Purchaser as per September 14th, 2006 (the "Purchase Date"), under the following terms, guarantees and conditions.

NOW THEREFORE, in consideration of the premises herein contained, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

Article 1 Sale of Company Shares and Intellectual Property Rights

Subject to the terms and conditions hereof, at the Purchase Date, Vendor shall sell and assign to Purchaser, with full title guarantee, except for the provisions contained in this Agreement referring to the Spanish and the American Pledge, the following assets (hereinafter: the "Purchase Assets"), which Purchaser agrees to purchase from Vendor,:

- a) the Company Shares, comprising the Spanish Shares and the American Shares.
- b) the Intellectual Property Rights

Between Vendor and Purchaser the sale and purchase of the Purchase Assets shall have effect from the Purchase Date, to the effect that all benefits and obligations of any nature whatsoever accrued in respect of the Purchase Assets after the Purchase Date are for the Purchaser, unless otherwise provided in the Agreement.

Article 2 Transfer

- 2.1 The date of signing of the Agreement shall coincide with the Purchase Date and shall take place, unless otherwise agreed between Vendor and Purchaser in writing, at the office of:

Qualicaps Netherlands B.V.
 Rokin 55
 P.O. Box 990, 1000 AZ Amsterdam
 The Netherlands

- 2.2 The transfer and delivery of the Company Shares shall, in so far as necessary, be carried out by means of a notarial deed, to be executed by a public Notary, to be appointed by Vendor. Purchaser hereby explicitly agrees that an appointed notary shall also advise and act on behalf of the Purchaser with respect to this Agreement, any agreements resulting from this Agreement and/or any disputes resulting therefrom. If and in so far the transfer of any of the Company Shares does not have to be executed in a notarial deed before a public Notary and no other (official) deeds of transfer are required, the transfer is considered to be effectuated at the Purchase Date.
- 2.3 Purchaser is responsible for the effectuation of the actual transfer and assignment (to Purchaser) of the Intellectual Property Rights. Purchaser is aware of the fact that, in order to be transferred, the Intellectual Property Rights may require recordal of the new owner in the respective countries or jurisdictions in which they are validly owned and used. Purchaser is also aware of the fact that the forms and requirements for valid transfers differ from country to country. From time to time at and after the Purchase Date, Vendor shall furnish to Purchaser such instruments of transfer and assignment as Purchaser may request to effectuate the transfer and assignment to Purchaser of the Intellectual Property Rights.
- 2.4 The transfer of the Purchase Assets shall be conditioned upon the receipt of any and all orders, permits, approvals, qualifications or consents from any appropriate governmental or regulatory authority required for the lawful confirmation of the transactions contemplated by this Agreement;

Article 3 **Consideration, tax**

- 3.1 The consideration for the purchase of:
- a) the Spanish Shares (shares in Qualicaps Europe S.A.): US\$ 66,305,540.45.
 - b) the American Shares (shares in Qualicaps Inc.): US\$ 1,-- .
 - c) the Intellectual Property Rights: US\$ 5.433.866.68.

Therefore the total consideration of the Purchase Assets shall be US\$ 71,739,408.13 hereinafter: the "Purchase Price".

- 3.2 In respect of transfer taxes payable in relation to this Agreement or the transfer of the Company Shares or any of the Intellectual Property Rights pursuant to this Agreement, the Purchaser shall be responsible for the payment of such amount of transfer taxes as determined by the relevant tax authority.

Article 4 Obligations of Parties

- 4.1 After the Purchase Date, Vendor shall execute and deliver or cause to be delivered to the Purchaser good and sufficient instruments of transfer transferring to the Purchaser all right, title to and interest in all the Purchased Assets. Such instruments of transfer shall:
- (a) be in the form and will contain the guarantees, covenants and other provisions (not inconsistent with the provisions hereof) which are usual and customary for transferring the type of property involved under the laws of the jurisdictions applicable to such transfers, and;
 - (b) be in form and substance satisfactory to the Purchaser.
- 4.2 Consequently, on Purchase Date and upon execution of this Agreement, Purchaser shall deliver by means of a payable to Vendor the Purchase Price.
- 4.3 The parties hereto undertake to do, both before and after the Purchase Date all that is necessary or desirable to ensure an effective transfer of the Purchase Assets to Purchaser and the parties will execute and sign any and all documents, which may be necessary or useful in connection therewith.
- Specifically, and in connection with the formalities to be observed under Spanish legislation with regards to the transfer of the Spanish Shares, the parties agree to take all appropriate measures and actions in order to:
- (a) Register in the Share Registry Book of Qualicaps Europe S.A. the transfer of the Spanish Shares and the novation and amendment of the Spanish Deed of Pledge that will be executed in a deed ("póliza") granted before a Spanish Notary Public following the transfer of the Spanish Shares.
 - (b) Declare the sole shareholder condition of Qualicaps Europe S.A.
 - (c) Communicate to the Spanish Public Authorities the terms and conditions of the transfer of the Spanish Shares ("*Dirección General de Inversiones Exteriores*"), complying with the applicable provisions on that matter at the time of the transfer.
- 4.4 If the assignment of any agreement or the transfer of any of the Purchase Assets to Purchaser in this Agreement requires the consent or a notification of a party other than Vendor, except for the stated in Article 5 below, it will be the responsibility of Purchaser to obtain all such consents and give all such notifications, whilst Vendor shall do everything that may reasonable be required to assist Purchaser to obtain such consent or give such notification.

Article 5 Consent to the transfer of the Company Shares by the Lenders

A) *TRANSFER OF THE SPANISH SHARES*

- 5.1 Pursuant to the terms and conditions contained in the Spanish Deed of Pledge, the Vendor, in its condition as Pledgor, is not entitled to sell, transfer, substitute, encumber, charge or in any manner dispose of the Spanish Shares, nor to grant any option right or restriction to their free transfer unless the consent of the Lenders is previously obtained.
- 5.2 By means of the corresponding consent letters dated September 1, 2006 and September 11, 2006 which are attached hereto as Annex I, the Lenders have consented the transfer of the Spanish Shares from Vendor to Purchaser, provided that the entire share capital of Qualicaps Europe S.A. will continue to be pledged in favour of the Lenders.
- 5.3 For the purpose of reflecting the ownership structure of the share capital of Qualicaps Europe S.A., following the transfer of the Spanish Shares contemplated herein, the Purchaser, Qualicaps Europe, S.A. and the Lenders will sign immediately after the transfer of the Spanish Shares a deed ("póliza") for the novation and amendment of the Spanish Deed of Pledge before a Spanish Notary Public.

B) *TRANSFER OF THE AMERICAN SHARES*

- 5.4 Pursuant to the terms and conditions contained in the American Pledge Agreement, including without limitation Sections 3(g) and (h) thereof, the Vendor, in its condition as Pledgor thereunder, is not entitled to sell, transfer, substitute, encumber, charge or in any manner dispose of the American Shares, nor to permit any acquisition of Qualicaps, Inc.
- 5.5 By means of the corresponding consent letters dated September 1, 2006 (and September 11, 2006) which are attached hereto as Annex I, the Lenders have consented to Purchaser's acquisition of Qualicaps, Inc. and the transfer of the American Shares from Vendor to Purchaser, provided that certain conditions are met, including Purchaser's execution and performance of a new stock pledge agreement (the "New American Pledge Agreement") with respect to the entire share capital of Qualicaps, Inc.

Article 6 Representations, Guarantees and Liabilities

Vendor represents and guarantees to Purchaser that on the Purchase Date the following statements are true, correct and complete:

- (a) Vendor has all requisite corporate power and authority to execute the Agreement and to perform its obligations hereunder. The execution of the Agreement by Vendor and the performance of the transactions contemplated hereby by Vendor have been duly and validly approved by the appropriate bodies within the company of Vendor and all other corporate action, if any, necessary on behalf of Vendor has been taken. The Agreement has been duly executed and delivered on behalf of Vendor and

constitutes the legal, valid and binding obligations of Vendor. Vendor has complied with all legal and statutory requirements for the transfer of the Company Shares.

- (b) The execution, delivery and performance by Vendor of the Agreement will not (i) conflict with or result in any breach, violation of or default (or give rise to any rights of termination, cancellation or acceleration) of any agreement, license, permit or other instrument or obligations to which Vendor is a party or by which it is bound; or (ii) violate any law, order, rule or regulation applicable to Vendor.
- (c) Vendor has good and marketable title in and to the Purchase Assets including any patents, patent applications, service marks, trade names, trademark applications, copyrights, copyrights applications, trade secrets, know-how, data or proprietary or intellectual property rights included in the Intellectual Property Rights and Vendor does not license any component thereof from a third party. There are no material agreements or arrangements between Vendor and any third party, which are reasonably likely to have a material effect upon Vendor's title to and other rights respecting the Purchase Assets. Vendor has the sole right to bring actions for infringement of any Intellectual Property Rights.
- (d) The Vendor is the sole owner of the American Shares and there are no outstanding subscriptions, options, warrants, calls, puts, rights, commitments or agreements of any nature whatsoever obligating the Vendor to purchase, issue, transfer, deliver or sell, or cause to be purchased, issued, transferred, delivered or sold, any shares of the capital stock or other equity interests of Qualicaps Inc., and there are no outstanding securities or other rights which are convertible or exchangeable into shares of the capital stock or other equity interests in such entity.
- (e) As stated in Whereas B. and C., the Spanish Shares and the American Shares are pledged in favour of the Lenders to secure the obligations assumed by the Purchaser under the Loan Agreement.
- (f) The Intellectual Property Rights are free and clear from any and all mortgages, liens, pledges, charges, preferential claims, attachments, leases, options or other encumbrances or adverse claims and free and clear title to the Intellectual Property Rights has been transferred to Purchaser.
- (g) The Vendor is not aware of any facts or matters which have not been disclosed to Purchaser, or which have been disclosed to Purchaser but are not true and accurate, the disclosure of which might reasonably affect the willingness of Purchaser to purchase the Purchase Assets or which might reasonably affect the Purchase Price or the terms under which Purchaser would be willing to purchase the Purchase Assets.

Article 7 **Representations and Warranties by Purchaser**

Purchaser represents and guarantees to Vendor that on the Purchase Date and the Closing Date the following statements are true, correct and complete:

- (a) Purchaser has all requisite corporate power and authority to execute the Agreement and to perform its obligations hereunder. The execution of the Agreement by Purchaser and the performance of the transactions contemplated hereby by Purchaser

have been duly and validly approved by the appropriate bodies within the company of Purchaser and all other corporate action, if any, necessary on behalf of Purchaser has been taken. The agreement has been duly executed and delivered on behalf of Purchaser and constitutes legal, valid and binding obligations of Purchaser.

- (b) The execution, delivery and performance by Purchaser of the Agreement will not (i) conflict with or result in any breach, violation of or default (or give rise to any rights of termination, cancellation or acceleration) of any agreement, license, permit or other instrument or obligations to which Purchaser is a party or by which it is bound; or (ii) violate any law, order, rule or regulation applicable to Purchaser.
- (c) Purchaser expressly declares and warrants that it is aware of the existence of a pledge over the Spanish Shares and the American Shares as security of the Loan Agreement, in the terms and conditions contained in the Spanish Deed of Pledge, which shall be subsequently novated and amended pursuant to a deed ("póliza") executed before a Spanish Notary Public, and the New American Pledge Agreement to be entered into between the Initial Lender and Purchaser.

Article 8 Hold harmless provisions

Purchaser shall safeguard Vendor and hold Vendor harmless from any and all claims connected to the Purchase Assets from third parties, as from the Purchase Date.

Article 9 Secrecy

Parties covenant and agree that they shall not at any time divulge, furnish or make accessible to anyone any confidential or secret knowledge or information with respect to any aspect of each others business or the contents of the Agreement.

Article 10 Miscellaneous

- 10.1 The Agreement together with the Exhibits thereto and the instruments of transfer -in as far as separately necessary - of the Purchase Assets constitute the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof.
- 10.2 Descriptive headings used in the Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of the Agreement.
- 10.3 All notices or other communications which are required or permitted hereunder shall be in writing and shall be sufficient if delivered or mailed by registered or certified mail, postage prepaid, or faxed (but then immediately confirmed by mailing of the original) to the following addressees and at the following addresses or such other address as the appropriate party may advise each other party hereto.

To Purchaser

Name Qualicaps Co., Ltd.

To the attention of President, Tomiyasu Hirachi

Address of Residence 321-5 Ikezawacho, Yamatokoriyama-city, Nara 639-1032,

Country Japan

To Vendor

Name : Qualicaps Netherlands B.V.

To the attention of Ms. Emilie Van De Vrande

Address of Residence Rokin 55 P.O. Box 990, 1000 AZ Amsterdam

Country The Netherlands

as long as the parties to the Agreement do not duly give notice of any other address.

- 10.4 If any provision of the Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. In the event the aforementioned situation arises, the parties will negotiate with each other to replace the invalid, illegal or unenforceable provisions by provisions which will put the parties as much as possible in the same position as they would have been if the applicable provision had not been invalid, illegal or unenforceable.
- 10.5 As per the transfer of the Spanish Shares contained in this Agreement, each Party will pay its own costs and the taxes for which liable to them or bear the consequences. The notary costs of formalization of this Agreement in a notarial deed as well as of the Public Deed of purchase and sale of the Spanish Shares shall be borne by the Purchaser.

Article 11 Applicable law

The Agreement shall be governed by, and construed in accordance with, the laws of the Netherlands.

Article 12 Competent court


All disputes arising in connection with this Agreement, or further agreements resulting thereof, shall be settled by the competent Court in Amsterdam.

Thus agreed and signed, in tenfold, on 14 September 2006 at Rotterdam, 1012 KK
Amsterdam, the Netherlands

On behalf of Qualicaps Netherlands B.V./
Vendor:

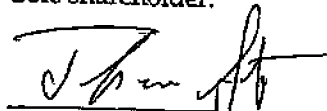
On behalf of Qualicaps & Co., Ltd:
Purchaser:


Mr. Takao Tomioka


By PoA. Mr. Takao Sato


Fortis Intertrust (Netherlands) B.V.

One behalf of Qualicaps Co., Ltd/
Sole shareholder:


By PoA, Mr. Takao Sato