

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Catalent USA Woodstock, Inc.		02/06/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	R.P. Scherer Technologies, Inc.		
<b>Street Address:</b>	7690 Cheyenne Avenue		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89129		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1719311	YOUR CHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)422-4963		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-597-2500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Lowenstein Sandler PC		
<b>Address Line 1:</b>	65 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	20332/383		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio		
<b>Signature:</b>	/Vanessa A. Ignacio/		
<b>Date:</b>	02/20/2008		

CH \$40.00 1719311

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made by and between Catalent USA Woodstock, Inc. an Illinois corporation ("Assignor"), and R.P. Scherer Technologies, Inc., a Nevada corporation ("Assignee").

WHEREAS, subject to the terms and conditions of this Trademark Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the trademark registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registrations (such rights, collectively, the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Assigned Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Assigned Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws thereof.

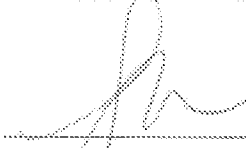
3. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its officer thereunto duly authorized, as of the \_\_\_ day of January, 2008.

CATALENT USA WOODSTOCK, INC.

By: 

Name: Gloria Barr

Title: Vice President, Deputy General Counsel  
and Assistant Secretary

STATE OF New Jersey }

COUNTY OF Summit }

On this 6 day of January, 2008, before me personally appeared Gloria Barr, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacities, and that by her signature on the instrument, the entities upon behalf of which the person acted, executed the instrument.

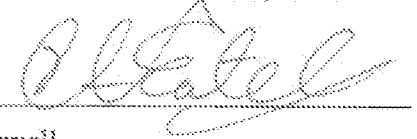
WITNESS my hand and official seal.

  
NOTARY PUBLIC

My commission expires: 19 May 2009

JOAN BECKMEYER  
Notary Public of New Jersey  
My Commission Expires May 19, 2009

R.P. SCHERER TECHNOLOGIES, INC.

By: 

Name: David Eatwell

Title: Treasurer

SCHEDULE A

Trademarks

Mark	Serial No.	Registration No.
YOUR CHOICE	74/132,071	1,719,311