

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
Chr. Hansen, Inc.		08/31/2007	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	BPSI HOLDINGS LLC
Street Address:	1105 North Market Street
Internal Address:	Suite 1300 P.O. Box 8985
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19899-8985
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1432619	CAL-CARB
Serial Number:	77114710	CHROMA-KOTE
Serial Number:	77114763	CHROMA-TERIC
Serial Number:	77114740	CHROMA-TONE
Registration Number:	2164244	GEL-TONE P
Registration Number:	0967315	NU-PAREIL PG
Registration Number:	0864797	NU-TAB
Registration Number:	0054100	PAINKILLER
Registration Number:	1717009	PHARMA-CARB

CORRESPONDENCE DATA

Fax Number: (212)661-8002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-661-8000

OP \$240.00 1432619

Email: info@mlmpatent.us
Correspondent Name: LUCAS & MERCANTI, LLP
Address Line 1: 475 Park Avenue South
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:

525.1130

NAME OF SUBMITTER:

Christina M. Jordan

Signature:

/Christina M. Jordan/

Date:

03/31/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

WHEREAS, Chr. Hansen, Inc., a Wisconsin corporation, (the "Assignor"), owns all right, title, and interest in the United States trademark registrations and applications listed on Schedule A attached hereto and all related common law rights, including the goodwill associated therewith (collectively the "Trademarks");

WHEREAS, Colorcon, Inc., a Pennsylvania corporation ("Colorcon"), is acquiring substantially all of the assets of the Assignor's "Excipient Division" pursuant to that certain Asset Purchase Agreement of even date herewith, by and among the Assignor and Colorcon (the "Purchase Agreement");

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Colorcon is acquiring all of the Assignor's right, title and interest throughout the world in and to the Trademarks, any applications and registrations therefor, and any common law rights associated therewith, together with the goodwill of the business with which the Trademarks have been used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof; and

WHEREAS, Colorcon has requested that Assignor assign the Trademarks and related applications, rights and goodwill directly to BPSI Holdings LLC, a Delaware limited liability company (the "Assignee"), of which Colorcon is the sole member, and Assignor is willing to do so.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, and transfer unto the Assignee all of the Assignor's right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks have been used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and lost profits for past and future infringements thereof.

Dated as of this 31st day of August, 2007, and executed in one or more counterparts.

CHR. HANSEN, INC.

By: Robert M. Brill
Robert M. Brill, Director of Legal and Regulatory Affairs

Dated as of this 31st day of August, 2007, and executed in one or more counterparts.

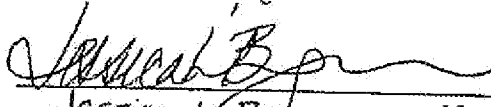
BPSI HOLDINGS LLC

By: _____
(Title)
[Notarization of signatures to follow]

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE
)
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Robert M. Brill personally known to me to be the Director of Legal and Regulatory Affairs of Chr. Hansen, Inc., a Wisconsin corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such he/she signed, sealed and delivered the instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2007.



Jessica L. Broeger, Notary Public
State of Wisconsin
My commission expires ~~on~~ is permanent

IMPRESS SEAL HERE

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT _____ personally known to me to be the _____ of BPSI Holdings LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such he/she signed, sealed and delivered the instrument, pursuant to authority given by the Directors (acting as Managers) of said limited liability company, as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 2007.

_____, Notary Public
State of _____

IMPRESS SEAL HERE
My commission expires on _____

TRADEMARK ASSIGNMENT

WHEREAS, Chr. Hansen, Inc., a Wisconsin corporation, (the "Assignor"), owns all right, title, and interest in the United States trademark registrations and applications listed on Schedule A attached hereto and all related common law rights, including the goodwill associated therewith (collectively the "Trademarks");

WHEREAS, Colorcon, Inc., a Pennsylvania corporation ("Colorcon"), is acquiring substantially all of the assets of the Assignor's "Excipient Division" pursuant to that certain Asset Purchase Agreement of even date herewith, by and among the Assignor and Colorcon (the "Purchase Agreement");

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Colorcon is acquiring all of the Assignor's right, title and interest throughout the world in and to the Trademarks, any applications and registrations therefor, and any common law rights associated therewith, together with the goodwill of the business with which the Trademarks have been used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof; and

WHEREAS, Colorcon has requested that Assignor assign the Trademarks and related applications, rights and goodwill directly to BPSI Holdings LLC, a Delaware limited liability company (the "Assignee"), of which Colorcon is the sole member, and Assignor is willing to do so.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, and transfer unto the Assignee all of the Assignor's right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks have been used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and lost profits for past and future infringements thereof.

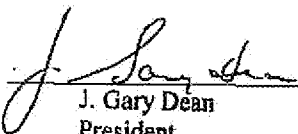
Dated as of this 31st day of August, 2007, and executed in one or more counterparts.

CHR. HANSEN, INC.

By: _____
Robert M. Brill, Director of Legal and Regulatory Affairs

Dated as of this 31st day of August, 2007, and executed in one or more counterparts.

BPSI HOLDINGS LLC

By:  _____
J. Gary Dean (Title)
President
[Notarization of signatures to follow]

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Robert M. Brill personally known to me to be the Director of Legal and Regulatory Affairs of Chr. Hansen, Inc., a Wisconsin corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such he/she signed, sealed and delivered the instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2007.

IMPRESS SEAL HERE

_____, Notary Public
State of Wisconsin
My commission expires on _____

STATE OF Pennsylvania)
) SS.
COUNTY OF Philadelphia)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT J. GARY DEAN personally known to me to be the PRESIDENT of BPSI Holdings LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such he/she signed, sealed and delivered the instrument, pursuant to authority given by the Directors (acting as Managers) of said limited liability company, as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of October, 2007.

IMPRESS SEAL HERE

My commission expires on 9/15/2011

Mary A. Larue
_____, Notary Public
State of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARY A. LARUE, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 15, 2011

SCHEDULE A

MARK	REGISTRATION/APPLICATION NO.
Cal-Carb®	1,432,619
Chroma-Kote™	77/114,710
Chroma-Teric™	77/114,763
Chroma-Tone™	77/114,740
Dri-Klear™	Common Law
Gel-Klear™	Common Law
Gel-Tone P®	2,164,244
Nu-Pareil PG®	0967315
Nu-Tab®	0864797
Painkiller®	0054100
Pharma-Carb®	1,717,009

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