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## 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
Mission Pharmacal Company		10/01/2007	CORPORATION: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Bayer HealthCare LLC	
Street Address:	100 Bayer Road	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15205	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1360063	CITRACAL
Serial Number:	78575343	CITRACAL BON BON
Registration Number:	1837669	CITRACAL CALCIUM CITRATE LIQUITAB
Registration Number:	1837668	CITRACAL CALCIUM CITRATE ULTRADENSE
Registration Number:	1837667	CITRACAL CALCIUM CITRATE ULTRADENSE
Serial Number:	78677047	CITRACAL CO-MEGA
Registration Number:	2916402	CITRACAL THE RIGHT CALCIUM
Registration Number:	2598391	CITRACAL, YOUR BODYGUARD FOR YOUR BONES
Serial Number:	77097206	CITRACAL. ANYTIME.
Serial Number:	78724002	STAND STRONG
Serial Number:	78933314	STAND STRONG WITH THE RIGHT CALCIUM
Registration Number:	1789834	THE RIGHT CALCIUM, CITRACAL
Serial Number:	78955208	THE RIGHT CALCIUM TO HELP YOU STAND STRONG
Registration Number:	2312976	ULTRADENSE

TRADEMARK

REEL: 003784 FRAME: 0578

900107539

#### **CORRESPONDENCE DATA**

Fax Number: (412)778-4432

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: bayertrademarkus@bayer.com

Correspondent Name: Jeffrey M. Gitchel Address Line 1: 100 Bayer Road

Address Line 4: Pittsburgh, PENNSYLVANIA 15205

NAME OF SUBMITTER:	Jeffrey M. Gitchel	
Signature:	/Jeffrey M. Gitchel/	
Date:	05/28/2008	

#### Total Attachments: 3

source=BHC-Mission Pharmacal assignment#page1.tif source=BHC-Mission Pharmacal assignment#page2.tif source=BHC-Mission Pharmacal assignment#page3.tif

### Trademark Assignment

Capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement dated as of August 29, 2007 (the "Purchase Agreement"), between Buyer and Seller, pursuant to which agreement, among other things, Buyer is purchasing certain assets of Seller and assuming certain liabilities of Seller.

In consideration of the respective representations, warranties and covenants set forth in the Purchase agreement and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms of the Purchase Agreement, Buyer hereby assigns, effective as of the date hereof, to Buyer, the entire right, title and interest in and to the trademarks and trademark applications listed on Schedule A (the "Marks"), together with any goodwill of the business appurtenant to and symbolized by the Marks, any common law rights in and to the Marks 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 Marks, to be held and enjoyed by Buyer, its successors and assigns to the same extent that such would have been held and enjoyed by Seller had such assignment not bee made.

This Trademark Assignment may be executed 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. This Trademark Assignment may be executed by exchange of signatures by facsimile or a portable document format or similar electronic file format attachment to email. This Trademark Assignment and any disputes hereunder shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without giving effect to any choice or conflict of law provision or rule that would cause the application of any other laws. If any term or provision of this Trademark Agreement is invalid, illegal or unenforceable in any situation in any jurisdiction, then, to the extent that the economic and legal substance of the transactions contemplated hereby are not effect in a manner that is materially adverse to either party, all other terms and provisions of this Trademark Assignment shall nevertheless remain in full force and effect and the enforceability and validity of the offending term of provision shall be affected in any other situation or jurisdiction.

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The parties hereto have executed this Trademark Assignment as of the date set forth above in the initial caption to this Trademark Assignment.

Mission Pharmacal Company

Thomas J. Dooley

Chief Financial Officer

Bayer Healthcare LLC

Name: William E. Hawxhurst

Title: Vice President & Assistant General Counsel

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Schedule A Transferred Trademarks								
Country	Filing Date	App. Number	Reg. Date	Reg. Number	Status	Class		
CITRACAL			•					
TEXAS	11/13/1984	4428617	11/13/1984	4428617	REGISTERED	5		
USA	11/13/1984	73/508,534	9/17/1985	1,360,063	REGISTERED	5		
CITRACAL BON BOI	V							
USA	2/25/2005	78/575,343			ALLOWED	5		
CITRACAL CALCIUN	A CITRATE LIQUITA	B & DESIGN						
USA	8/16/1993	74/425,048	5/31/1994	1,837,669	REGISTERED	5		
CITRACAL CALCIUN	II CITRATE ULTRAD	ENSE & DESIGN						
USA	8/16/1993	74/425,042	5/31/1994	1,837,668	REGISTERED	5		
USA	8/16/1993	74/425,041	5/31/1994	1,837,667	REGISTERED	5		
CITRACAL CO-MEG	A					***************		
USA	7/25/2005	78/677,047			ALLOWED	5		
CITRACAL THE RIG	HT CALCIUM							
USA	12/10/2003	78/339,058	1/4/2005	2,916,402	REGISTERED	5		
CITRACAL, YOUR B	ODYGUARD FOR Y	OUR BONES						
USA	2/25/1999	75/650,509	7/23/2002	2,598,391	REGISTERED	5		
CITRACAL, ANYTIM	E.							
USA	2/1/2007	77/097,206			PENDING	5		
STAND STRONG								
USA	9/30/2005	78/724,002			PENDING	5,35		
STAND STRONG WI	TH THE RIGHT CAL	CIUM				M. 14. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
USA	7/19/2006	78/933,314			PENDING	5,35		
THE RIGHT CALCIU	M, CITRACAL					· ·		
USA	2/14/1992	74/246,363	8/24/1993	1,789,834	REGISTERED	5		
THE RIGHT CALCIU	M TO HELP YOU ST	AND STRONG				***************************************		
USA	8/18/2006	78/955,208			PENDING	5		
ULTRADENSE & DE	SIGN					***		
USA	12/24/1997	75/410,808	2/1/2000	2,312,976	REGISTERED	5		

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RECORDED: 05/28/2008