

08-27-2008

**RECORDATION F
TRADEMARKS**



Ref. Date: July 25, 2008

Ref. No.: 103515992A

To the Director of the

103521770

attached documents or the new address(es) below.

1. Name of conveying party(ies):

Harvard Drug Group, LLC
31778 Enterprise Drive
Livonia, Michigan 48150

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - State:
- Other Limited Liability Company of Michigan

Citizenship (see guidelines) _____
Additional name(s) of conveying party(ies) attached? Yes No

Re 8-19-08

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? Yes No

Name: Schering Corporation
Address: 2000 Galloping Hill Road
Kenilworth, New Jersey 07033
Country: United States of America

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Organized under the laws of the State of New Jersey
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from Assignment)

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: July 18, 2008

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/494,728

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CLEAR-ATADINE

5. Name and address of party to whom correspondence concerning document should be mailed:

David J. Kera
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
1940 Duke Street
Alexandria, Virginia 22314
(703) 413-3000
Email: tmockett@oblon.com
OSMMN Ref: 285167US-1246-9398-21

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information

- a. Credit Card (see attached form)
- b. Deposit Account Number: 50-2014

9. Signature: Roberta S. Bren
Signature

August 19, 2008

Date

Roberta S. Bren
Name of Person Signing

Total number of pages, including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, Virginia 22313-1450

07-25-2008



103515992

To the Director of the U.S. Pat.

Use record to file attached documents or the new address(es) below.

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JUL 22 2008

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David J. Kera
Signature

David J. Kera
Name of Person Signing

July 22, 2008

Date

Total number of pages, including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, Virginia 22304-1450

07/24/2008 NJHMI 000000213494728
01 FC:8521 48.00 DP

TRADEMARK ASSIGNMENT

WHEREAS, **Harvard Drug Group, LLC**, a Michigan limited liability company located at 31778 Enterprise Drive, Livonia, Michigan 48150 ("Assignor") and **Schering Corporation**, corporation organized under the laws of the State of New Jersey and is located at 2000 Galloping Hill Road, Kenilworth, New Jersey, 07033, (collectively "Assignee"), have entered into a Confidential Agreement dated as of April 4, 2008 (the "Agreement"); and

WHEREAS, under the Agreement, Assignor desires to sell, assign, convey, transfer and deliver to Assignee, and Assignee desires to acquire, certain trademarks owned by the Assignor in accordance with the terms and conditions of the Agreement; and

WHEREAS, Assignor has used in certain trademarks that are to be transferred to Assignee; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trademark application therefore listed in Schedule A hereto (collectively, the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all of the Marks, and Assignor has promised, in the Agreement, to cause the same to be assigned to Assignee:

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee its entire right, title and interest in, to and under all Marks, together with all common law rights associated with such Marks and the goodwill of the business connected with and symbolized by such Marks, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Marks, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, all documents and instruments reasonably required to effect this Assignment, and will take, or cause to be taken, at Assignee's expense, all such further or other actions, as Assignee may reasonably deem necessary or desirable to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.

3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, the parties have executed this Assignment effective as of this 18 day of July, 2008.

ASSIGNOR:

HARVARD DRUG GROUP, LLC

By: Robert I. Brown

Name: ROBERT I BROWN

Title: SA, VICE-PRESIDENT AND GENERAL COUNSEL

Date: July 18, 2008

SCHEDULE A

CLEAR-ATADINE and, U.S. Application Serial No. 78494728

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