Form PTO-1594 (Rev. 09-08) OMB Collection 0651-0027 (exp. 10/31/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office		
RECORDATION FOR TRADEMA			
To the Director of the U. S. Patent and Trademark Office: Please	e record the attached documents or the new address(es) below.		
Name of conveying party(les): Aventis Pharmaceuticals Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Name: ALTANA INC.		
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ X Corporation- State: ☐ Delaware ☐ Other ☐ Citizenship (see guidelines) ☐ Additional names of conveying parties attached? ☐ Yes ☐ No 3. Nature of conveyance)/Execution Date(s): Execution Date(s) ☐ February 10, 2005 ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name	General Partnership Citizenship Limited Partnership Citizenship X Corporation Citizenship New York Other Citizenship If assignee is not domiciled in the United States, a domestic		
Corrective Assignment to delete Registration No. 850470 Previously recorded on Reel 2695 Frame 0031 4. Application number(s) or registration number(s) and A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) 1024492 Additional sheet(s) attached? Yes X No		
5. Name & address of party to whom correspondence concerning document should be malled: Name: Terrence J. McAllister	6. Total number of applications and registrations involved:		
Internal Address: 10 th Floor Street Address: One Landmark Square	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$40.00		
City: Stamford State: CT	8. Payment Information: Deposit Account Number		
9. Signature: Signature Textende J. McAlliste Name of Rooms Signing	Date		

Name of Person Signing

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, VA 22313-1450

10/21/2008 08:27 2033276401

USPTO

2033276401

OGRP

PAGE 02/13

TO: TERRENCE J. MCALLISTER, ESQ. COMPANY: 10TH FLOOR

10/16/2008 3:40:58 PM PAGE 3/014 Fax Server

10/10/2008 13:34

10/10/2008 700387391

PAGE 01/12

RECORDATION FORM COVER SHEET TRADEMARKS ONLY To the Director of the U. S. Petent and Trades kink Office: Please record the starched documents or the new eddress (e) below the conveying party(ies): Avertis Pharmaceuticals inc. Avertis Pharmaceuticals inc. Avertis Pharmaceuticals inc. Avertis Pharmaceuticals inc. Association a reme, address, or citizenship starched? Composition State: Delaware Other Citizenship (see guidelines) Additional name of conveyance (Fexecution Date(s): Petroury 10, 2005 Execution Date(s) February 10, 2005 Sacciational name of conveyance (Fexecution Date(s): Petroury 10, 2005 Execution Date(s) February 10, 2005 Assignment Metger Sociatly Agreement Conveyance (Fexecution Pathenship Citizenship) Composition number(s) or registration in imber(s) and identification or description of the United States, a domastic presentative designation in stochastic Presentative designation in a session or description of the Trademark. A Trademark Application number(s) or registration in imber(s) and identification or description of the Trademark. A Trademark Application of Description of Trademark(s) (and Filing Date if Application or Registration Number to unknown): Cidentification or Description of Trademark(s) (and Filing Date if Application or Registration Number to unknown): A Authorized to be charged to deposit account Enclosed Termoc. J. McAllister, 354). Total fee (37 CER 2.6(b)(6) & 3.41) \$ \$40.00 Address: One Landmark Square City. Starting in the Contract of the Information: Termoc. J. McAllister, 354). Authorized to be charged to deposit account Enclosed State: CT 2.p. 0.656 1 There Number: (203) 327-6560 Deposit Account Number 0.10467	Ports FTQ-1594 (km/. np-os) OMB Collection 0661-0027 (exp. 10/31/2008)	U.S. DEPARTMENT OF COMMER United States Patent and Trademerk Of			
To the Director of the U. S. Petent and Trademank Officer Please report the ethiched documents of the new edderset (in Name of conveying party(see): A veritis Phartraccuzicals inc. A secolation Association Association Ceneral Partnership Corporation- State: Delaware Other Citizenship (see guidelines) Additional name or conveying parties ethiched? Yea She No 3. Nature of conveyance (Feacuation Date(s): Country: US Zip: 11747 Association Detec(s) Fébruary 10, 2005 Assignment Merger Security Agreement Merger (Name Citizenship Citize	RECORDATION FORM COVER SHEET				
Avertits Pharmacentricals inc. Avertits Pharmacentricals inc. Avertits Pharmacentricals inc. Avertits Pharmacentricals inc. Association General Partnership Corporation-State: Delaware Citizanship (see guidelines) Additional names of conveying parties stached? Association batte(s) Execution Date(s) February 10, 2005 Assignment Merger General Partnership Citizanship Ge					
Aventis Pharmaceuticels inc. Association Individuality Association Association Individuality Individuality Individuality Association Individuality Individ	1. Name of conveying party(ies):				
Address: Go BAYLIS ROAD	Avents Pharmacenicals inc.	Additional numes, addresses, or cilizenship attached?			
States: NEW YORK Country: US	General Partnership Limited Partnership	Address: 60 BAYLIS ROAD			
Country: US Dip: 11747	Other				
Association Citizenship Security Association Citizenship General Partnership Gitzenship General Partnership Gitzenship General Partnership Gitzenship General Partnership Citizenship General Partnership Citizenship New York General Assignment Merger General Partnership Citizenship New York General Assignment Merger Gitzenship New York General Assignment Merger Gitzenship New York General Partnership Citizenship Citizenship Citizenship Citizenship Citizenship New York General Partnership Citizenship New York Separate New York	Citizenship (see guidelines)				
Security Agreement	additional names of conveying parties attached? Yes W No				
Limited Partnership Citizenship New York	. Nature of conveyance /Execution Date(s) :	· —			
Assignment Merger Change of Name Name Change of Name	m.i	""			
Content Content Chapman in dutes Spains, a domestic Content Conten	Assignment Merger	Corporation Citizenship New York			
Application number(s) or registration rumber(s) and identification or description of the Trademark. Trademark Application No.(s) 850470 Additional sheet(s) stached? Yes X No. Indication or Description of Trademark(s) (and Filling Date if Application or Registration Number is unknown): Additional sheet(s) stached? Yes X No. Indication or Description of Trademark(s) (and Filling Date if Application or Registration Number is unknown): Indication or Description of Trademark(s) (and Filling Date if Application or Registration Number is unknown): Indication or Description of Trademark(s) (and Filling Date if Application or Registration Number is unknown): Indication or Description of Trademark(s) (and Filling Date if Application or Registration Number is unknown): Indication or Description of Trademark(s) (and Filling Date if Application or Registration Number is unknown): Indication or Description of Trademark(s) (and Filling Date if Application or Registration Number is unknown): Indication or Description of Trademark(s) (and Filling Date if Application or Registration Number is unknown): Indication or Description Number is unknown. Indication or Registration Number is unknown. Indication or Registration Number is unknown. Indication or Registration Number is unknown. Indication or Description Number is unknown. Indication or Desc	Security Agreement Change of Name Converte Agripment to delete Replanting, No. 230470 Other_preferally recorded on Real 2693 France 0031.	If assignee is not domiciad in the United States, a domestic representative designation is attrohed:			
Name & eddress of party to whom correspondence oncembring document should be mailed: Terrence I. McAllister, 3sq. Terrence I. McAllister, 3sq. Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ \$40.00 Terrence I. McAllister, 3sq. Terrence I.	. tracemark Application No.(a)	B. Trademark Registration No.(a) 850470			
Terrespee McAllister, Esq.	Name & eddress of party to whom correspondence priceming document should be mailed: Terrence J. McAllister, Ssq.	Cate if Application or Registration Number is unknown): 6. Total number of applications and registrations involved:			
S. Psyment information: ate: CT Zip: 06901 cone Number; (203) 327-4560 cone Number: (203) 327-600 cone Number: (203) 327-600 cone Number: (203) 327-600 cone Number: (203) 327-600 Authorized User Name Cones, Region & Park, LLS Signature: CT Zip: 06901 Authorized User Name Cones, Region & Park, LLS Signature: CT Zip: 06901 Authorized User Name Cones, Region & Park, LLS Enter Terreace McAllister, Esq.		Authorized to be charged to deposit account			
Opposit Account Number 01-0467 Authorized User Name Ohimit, Goder, Region & Part, U.F. Signature: October / ZOO8 Terresce J. McAllister, Esq.	wite: CT Zip: 06901	5. Payment Information:			
Signature: Terresce J. McAllister, Esq. Authorized User Name Onima, Godey, Ruggion & Pais, U.S. Determined Date Terresce J. McAllister, Esq.		Deposit Account Number 01-0467			
Signature Terresce J. McAllister, Esq. Terresce J. McAllister, Esq.					
Total number of pages including caver (+ 5	Stonature				

Stall Step Assignment Recordation Services, Director of the CEPTO, P.O. Box 1450, Alexandria, VA 22313-1450

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE ASSIGNMENT SERVICES DIVISION

Registrant of Record:

Aventis Holdings Inc.

Registration Nos.:

850470; 1024492

Trademark:

NITRO-BID

JOINT REQUEST TO CORRECT ASSIGNMENT RECORDS

The records at the Assignment Services Division of the U.S. Patent and Trademark Office ("USPTO") identify Aventis Holdings Inc. as the record owner of NITRO-BID Registration Nos. 850470 and 1024492 ("the NITRO-BID Registrations") by means of an assignment executed on December 23, 2001 and recorded on March 20, 2003 as Recl/Frame 2695/0031. Recordation of this assignment was in error and, for the reasons discussed below, and in accordance with TMEP \$503.06(f), the undersigned parties respectfully request that the assignment records for the NITRO-BID Registrations be corrected to accurately reflect Altana, Inc. as the record owner of these registrations.

On January 10, 2000, Aventis Pharmaceuticals Inc. assigned the NITRO-BID trademark to Altana, Inc., including U.S. Registration Nos. 850470, 1024492, and 1248103 ("the Altana Assignment"). This assignment was recorded with the USPTO on April 21, 2003 as Recl/Frame 2717/0336. A copy of the assignment document evidencing the assignment from Aventis to Altana is enclosed and marked "Exhibit 1."

As a result of the Altana Assignment, any and all interest, right, and/or title in the NITRO-BID trademark vested in Altana, such that only Altana could effect any transfer or rights

TRADEMARK REEL: 003873 FRAME: 0669 in ownership of the NITRO-BID trademark, including the NITRO-BID Registrations subsequent to the January 10, 2000 execution date of the Altana Assignment. Nevertheless, subsequent to the Altana Assignment, Aventis Pharmaceuticals Inc. mistakenly filed a merger document to transfer ownership of the NITRO-BID Registrations to HMR Pharma Inc., which was recorded as Reel/Frame 2651/0836. HMR Pharma Inc., in turn, then mistakenly assigned the NITRO-BID Registrations to Aventis Holdings Inc., as recorded in Reel/Frame 2695/0031.

Given that Aventis Pharmaceuticals Inc. had already assigned its rights in the NITRO-BID trademark to Altana, Aventis Pharmaceuticals Inc. was without right or authority to file the referenced merger document, and any such filing by Aventis Pharmaceuticals Inc. would therefore be void ab initio. Accordingly, Aventis Holdings Inc. cannot be properly recognized as the record owner of the NITRO-BID Registrations, as such ownership remains with and was never transferred from the prior-listed owner – Altana. Since the execution of the Altana Assignment in 2000, Altana has been and continues to be the true owner of the NITRO-BID Registrations at issue. To wit, Altana is correctly identified as the current record owner of U.S. Registration No. 1248103 pursuant to the Altana Assignment.

Aventis Pharmaceuticals Inc., Aventis Holdings Inc. and Altana all agree that Altana is the proper record owner of the NITRO-BID Registrations and that any attempted transfer(s) of the NITRO-BID Registrations after January 10, 2000 by any party other than Altana would be void ab initio. Accordingly, in the interest of maintaining the integrity of the USPTO's assignment records and pursuant to TMEP §503.06(f), the undersigned parties jointly request that the Assignment Services Division correct the discrepancy in ownership of the NITRO-BID Registrations, such that Altana is accurately identified as the record owner of U.S. Registration

1

Nos. 850470 and 1024492, just as Altana is presently identified as the record owner of U.S.

Registration No. 1248103.

Dated: February 10, 2005

Respectfully submitted,

Marles N. Ruggiero Tarrence J. McAllister

Ohlandt, Greeley, Ruggiero & Perle, L.L.P. One Landmark Square, 10th Floor

Stamford, CT 06901-2682 203 327 4500 (phone)

203 327 6401 (facsimile)

AVENTIS PHARMACEUTICALS INC.

Signatory Information Vice President

Ross J. Oehler

AVENTIS HOLDINGS INC.

Signatory Information (

Andrea Q. Ryan

EXHIBIT 1

GENERAL ASSIGNMENT, ASSUMPTION AND IRREVOCABLE BILL OF SALE

THIS GENERAL ASSIGNMENT, ASSUMPTION AND IRREVOCABLE BILL OF SALE (this "General Assignment and Assumption"), dated as of January 10, 2000, is made and entered into by and among AVENTIS PHARMACEUTICALS INC., a Delaware corporation formerly known as Hoechst Marion Roussel, Inc. ("Seller"), and ALTANA, INC., a New York corporation ("Purchaser").

WHEREAS, Seller and Purchaser have entered into that certain Nitro-Bid Asset Purchase Agreement dated as of July 12, 1999 (the "Agreement"), pursuant to which Seller has agreed, among other things, to sell, assign, convey, transfer and deliver to Purchaser the Assets (as such term is defined in the Agreement) and Purchaser has agreed, among other things, to assume, pay for, perform under and discharge when due, the Assumed Liabilities (as such term is defined in the Agreement); and

WHEREAS, in performance of their respective obligations under the Agreement, Seller and Purchaser desire to execute and deliver this General Assignment and Assumption.

NOW, THEREFORE, for and in consideration of the Purchase Price (as such term is defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Seller does hereby sell, assign, convey, transfer and deliver unto Purchaser the Assets. Purchaser and its successors and assigns are to have and to hold all of such Assets unto Purchaser and its successors and assigns forever.
- 2. Seller does hereby assign to Purchaser the Assumed Liabilities pursuant to the terms and conditions of the Agreement.
- 3. Purchaser does hereby assume, and agrees to pay, perform and discharge when due, the Assumed Liabilities pursuant to the terms and conditions of the Agreement.
- 4. This General Assignment and Assumption shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, trustees, transferces and permitted assigns.
- 5. Each of the parties agrees that it will, from time to time after the date hereof, without further consideration, execute, acknowledge and deliver all such further acts, assignments, transfers, conveyances, evidences of title, assumptions and assurances as may be required to carry out the intent of this General Assignment and Assumption and to sell, assign, convey, transfer and deliver the Assets, and to assign the Assumed Liabilities, to Purchaser.

1

6. This General Assignment and Assumption is made in accordance with, and is subject to, all of the terms and conditions set forth in the Agreement. Except as otherwise expressly set forth herein, the terms and conditions of the Agreement shall control the terms and conditions of this General Assignment and Assumption.

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment and Assumption as of the date first above written. This General Assignment and Assumption may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SELLER:

AVENTIS PHARMACEUTICALS INC.

Name: / ferry J. Shelton

PURCHASER:

ALTANA INC.

Name: Kevin Sheil

Title: Senior Vice President

2

TRADEMARK REEL: 003873 FRAME: 0674

Schedule 1 to Assignment of Trademarks

<u>Trademark</u>	Registration Number	Registration Date	Next Renewal Date
NTTRO-BID	1024492	11/11/75	11/11/05
NITRO-BID	850470	6/11/68	6/11/08
NITRO-BID	1248103	8/16/83	8/16/03

3

Varsion

TRADEMARK REEL: 003873 FRAME: 0675

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of January 20, 2000, is made by AVENTIS PHARMACEUTICALS INC., a Delaware corporation formerly known as Hoechst Marion Roussel, Inc. having a place of business at 10236 Marion Park Drive, Kansas City, Missouri ("Assignor"), in favor of ALTANA, INC., a New York corporation having a place of business at 60 Baylis Road, Melville, New York ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks and registrations thereof set forth on <u>Schedule 1</u> hereto, which Assignor has adopted, used and is using (the "Trademarks");

WHEREAS, Assignor and Assignee, among others, have entered into that certain Nitro-Bid Asset Purchase Agreement dated as of July 12, 1999 (the "Agreement"), pursuant to which Assignor has agreed, among other things, to assign to Assignee the Trademarks;

WHEREAS, Assignee desires to acquire proper and legal ownership of the Trademarks, and Assignor desires to convey title to the Trademarks, and the goodwill of the business symbolized by the use thereby, to Assignee in performance of Assignor's obligations under the Agreement.

NOW, THEREFORE, to all whom it may concern, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee its entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the use thereof, subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date first above written.

AVENTIS PHARMACEUTICALS INC.

Name: Terry 1/She

Citle: Vice/President

1 - 1 - 1 -

STATE OF MISSOURI ()
COUNTY OF JACKSON ()

2033276401

On this 20th day of January, 2000, before me, a notary public in and for said state, personally appeared Terry J. Shelton, to me personally known, who being duly sworn, acknowledged that he had executed the foregoing instrument for purposes therein mentioned and set forth.

NOTARY PUBLIC

My Commission Expires: July 25 20

Christy Harris Notary Public-Notary Seal State of Missouri Clay County My Commission Expir. 07/25/2001

2

MARINE Witrobie Trademark Antigona Agent doc Version

> TRADEMARK REEL: 003873 FRAME: 0677

10/21/2008 08:27 2033276401 OGRP PAGE 13/13

Schedule 1 to Assignment of Trademarks

Trademark	Registration Number	Registration Date	Next Renewal Date
NITRO-BID	1024492	11/11/75	11/11/05
NITRO-BID	850470	6/11/68	6/11/08
NITRO-BID	1248103	8/16/83	8/16/03

3

TRADEMARK REEL: 003873 FRAME: 0678

2 45 65