

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 FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Aventis Pharmaceuticals Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

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
- Security Agreement
- Other Corrective Assignment to delete Registration No 1024492, Previously recorded on Reel 2695 Frame 0031
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ALTANA INC.

Internal _____

Address: _____

Street Address: 60 Baylis Road

City: Melville

State: New York

Country: US Zip: 11747

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- 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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

850470

Additional sheet(s) attached? Yes No

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

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

Name: Terrence J. McAllister

Internal Address: _____

10th Floor

Street Address: One Landmark Square

City: Stamford

State: CT Zip: 06901

Phone Number: (203) 327-4500

Fax Number: (203) 327-6401

Email Address: trademark@ogn.com

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 to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 01-0467

Authorized User Name Ohlndt, Greeley, Ruggiero & Paris, LLP

9. Signature:

Signature

Terrence J. McAllister

October 28, 2008

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

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

CH \$40.00 010467 0850470

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 28, 2001 and recorded on March 20, 2003 as Reel/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 Reel/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

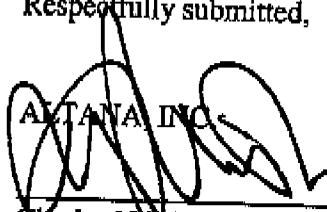
in ownership of the NITRO-BID trademark, including the NITRO-BID Registrations subsequent to the January 10, 2000 execution date of the Altana Assignment. Nevertheless, subsequent to the Altana Assignment, Aventis Pharmaceuticals Inc. mistakenly filed a merger document to transfer ownership of the NITRO-BID 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

Nos. 850470 and 1024492, just as Altana is presently identified as the record owner of U.S.
Registration No. 1248103.

Respectfully submitted,


ALTANA INC.

Dated: February 10, 2005

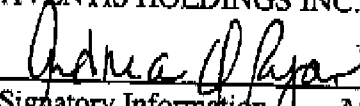
Charles N. Ruggiero
Terrence J. McAllister
Ohlandt, Greeley, Ruggiero & Perle, L.L.P.
One Landmark Square, 10th Floor
Stamford, CT 06901-2682
203 327 4500 (phone)
203 327 6401 (facsimile)

AVENTIS PHARMACEUTICALS INC.



Signatory Information Ross J. Oehler
Vice President

AVENTIS HOLDINGS INC.



Signatory Information Andrea Q. Ryan
Secretary

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:

1. 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, transferees 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.

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.

By: [Signature]
Name: Kerry J. Shelton
Title: Vice President

PURCHASER:

ALTANA INC.

By: [Signature]
Name: Kevin Shail
Title: Senior Vice President

Schedule 1 to Assignment of Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Next Renewal Date</u>
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

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 Schedule 1 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.

By: 
Name: Terry J. Shelton
Title: Vice President

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

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.

Christy Harris
NOTARY PUBLIC

My Commission Expires: July 25, 2001

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

Schedule 1 to Assignment of Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Next Renewal Date</u>
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