

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	
Drugtech Corporation		06/02/2010	
CORPORATION: DELAWARE			
RECEIVING PARTY DATA			
Name:		Particle Dynamics International, LLC	
Street Address:		28601 Chagrin Blvd	
Internal Address:		Suite 205	
City:		Cleveland	
State/Country:		OHIO	
Postal Code:		44122	
Entity Type:		LIMITED LIABILITY COMPANY: DELAWARE	
PROPERTY NUMBERS Total: 3			
Property Type		Number	
Word Mark			
Registration Number:		2713829	
MICROMASK			
Registration Number:		1786383	
DESCOTE			
Registration Number:		2589738	
CALCI-PRESS			
CORRESPONDENCE DATA			
Fax Number:		(216)241-3707	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		216-706-3961	
Email:		bklink@taftlaw.com	
Correspondent Name:		Bradley J Klink	
Address Line 1:		200 Public Square	
Address Line 2:		Suite 3500	
Address Line 4:		Cleveland, OHIO 44114	
NAME OF SUBMITTER:		Bradley J. Klink	
Signature:		/bradley j klink/	

CH \$90.00 2713829

Date:

06/03/2010

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This assignment of intellectual property is made and entered into as of this 2nd day of June, 2010 (this "Assignment"), by and among Particle Dynamics, Inc., a New York corporation ("PDI"), DrugTech Corporation, a Delaware corporation ("DrugTech," and, together with PDI, "Sellers"), and Particle Dynamics International, LLC, a Delaware limited liability company ("Purchaser"). Sellers and Purchaser are sometimes referred to herein as a "Party" or together as the "Parties."

WHEREAS, Sellers, K-V Pharmaceutical Company, a Delaware corporation and the sole stockholder of each Seller ("KVP"), and Purchaser have entered into an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Sellers and KVP desire to sell, convey, assign, transfer and deliver to Purchaser all right, title and interest of Sellers and KVP in, to, and under the Acquired Assets, as further described in the Asset Purchase Agreement;

WHEREAS, Sellers and Purchaser desire to enter into this Assignment to effect certain transactions referred to in and contemplated by the Asset Purchase Agreement; and

WHEREAS, simultaneously with the execution of this Assignment, the applicable parties to the Asset Purchase Agreement are executing and delivering (i) an Assignment and Assumption Agreement, pursuant to which PDI and KVP sell, convey, assign, transfer and deliver the Acquired Assets which are intangible personal property to Purchaser and Purchaser assumes the Assumed Liabilities, and (ii) a Bill of Sale, pursuant to which PDI sells, conveys, assigns, transfers and delivers the Acquired Assets which are tangible personal property to Purchaser.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Purchaser agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms used in this Assignment but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

ARTICLE II ACQUIRED ASSETS

Effective at the Closing, upon the terms and subject to the conditions set forth in this Assignment and the Asset Purchase Agreement, Sellers hereby sell, convey, assign, transfer, and deliver to Purchaser and its successors and assigns all rights, title, and interest that Sellers may have in, to, and under the Intellectual Property, including those Product Marks set forth on Exhibit 1, those Product Patents set forth on Exhibit 2, and those Product URLs set forth on Exhibit 3, free and clear of all Encumbrances other than Permitted Encumbrances as expressly

provided in the Asset Purchase Agreement, together with all goodwill symbolized thereby and the right to sue for past infringement, dilution, misappropriation, and other violations thereof and to recover all damages therefrom, and Purchaser hereby accepts such sale, conveyance, assignment, transfer, and delivery.

ARTICLE III MISCELLANEOUS

Section 3.1. Further Assurances. Each Party shall reasonably cooperate with the other Parties, to execute and deliver, or cause to be executed and delivered, all such other instruments and take all such other actions as such Party may reasonably be requested to take by the other Parties at any time from time to time after the date of this Assignment, consistent with the terms of this Assignment and the Asset Purchase Agreement, in order to effectuate the provisions and purposes of this Assignment and the Asset Purchase Agreement and the transactions contemplated hereby and thereby and to more effectively vest title to the Acquired Assets in Purchaser and, to the full extent permitted by applicable Laws, to put Purchaser in exclusive possession and absolute and total control of the Acquired Assets.

Section 3.2. No Modification. This Assignment is made pursuant to, and is subject to the terms of, the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of Sellers, KVP or Purchaser made under the Asset Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

Section 3.3. Amendment. This Assignment may be modified or amended only by agreement in writing of all of the Parties.

Section 3.4. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement. This Assignment may be delivered by facsimile or electronic transmission.

Section 3.5. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflicting provision or rule, whether of the State of Delaware or any other jurisdiction.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment of intellectual property as of the date first written above.

SELLERS:

PARTICLE DYNAMICS, INC.

By: 

Name: *Janice C. Forsyth*

Title: *Secretary and Vice President*

DRUGTECH CORPORATION

By: 

Name: *Janice C. Forsyth*

Title: *Secretary and Vice President*

PURCHASER:

PARTICLE DYNAMICS INTERNATIONAL, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment of intellectual property as of the date first written above.

SELLERS:

PARTICLE DYNAMICS, INC.

By: _____
Name:
Title:

DRUGTECH CORPORATION

By: _____
Name:
Title:

PURCHASER:

PARTICLE DYNAMICS INTERNATIONAL, LLC

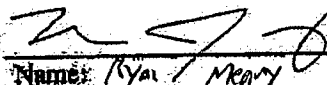
X By:  _____
Name: Ryan Meany
Title: Manager

Exhibit 1

Product Marks

Mark	US Status	Registration No.	Int. Class(es)	Renewal Date	Goods and Services
MICROMASK®	Registered	2,713,829	001, 005, 006, 010, 026, 046	5.6.2013	Chemical tastemasking additives, stability and flavor enhancers, for use in the manufacture of pharmaceuticals, namely, antihistamines, anti-nausea agents, central nervous system pharmaceuticals for the treatment of epilepsy, seizures; neonatal agents, osteoporetic, nutraceuticals, nutritional supplements, vitamins, pharmaceuticals, namely hormones, anti-infectives, fertility agents, and animal health products, namely nutritional supplements and vitamins, medications
DESCOTE®	Registered	1,786,383	006	8.10.2013	Chemical encased in a matrix which is sold in bulk for manufacturing, processing or repacking of chemicals
CALCI-PRESS®	Registered	2,589,738	001, 005, 006, 010, 026, 046	7.2.2012	Chemicals sold in bulk for use in the manufacturing, processing and packing of nutritional supplements, vitamins, and pharmaceutical products and preparations
DESTAB™	Unregistered	N/A	N/A	N/A	N/A

Exhibit 2

Product Patents

A. Issued Patents

Patent No.	Title	Exp. Date	Maintenance Fee Due	Ex-US Patents
6,631,808	Air Classifier System for the Separation of Particles	8.7.2021	4.14.2011	None
6,544,552	Method of Producing Porous Tablets with Improved Dissolution Properties	1.11.2021	10.8.2010	Mexico
6,465,010	Means for Creating a Mass Having Structural Integrity	8.4.2019	10.15.2013	None
6,284,270	Means for Creating a Mass Having Structural Integrity	8.4.2019	3.4.2013	None
5,730,997	Tastemasked Pharmaceutical Delivery System	8.1.2014	None	Canada
5,494,681	Tastemasked Pharmaceutical Materials	2.27.2013	None	Canada Europe
5,336,433	Bleaching Agent	6.8.2012	None	None

B. Patent Applications

Serial No./ Publication No.	Title	U.S. Status	Ex-US Applications
12/032,964 2008/0226733	Spatial Arrangement of Particles in a Drinking Device for Oral Delivery of Pharmaceuticals	Prosecution has not yet started	None
12/021,438 2008/0181932	Compositions for Oral Delivery of Pharmaceuticals	Prosecution has not yet started	None
11/746,832 2007/0264329	Calcium Compositions	Prosecution has not yet started	Chile Venezuela
11/177,762 2006/0008527	Controlled Phase Composition Technology as an Improved Process for Protection of Drugs	Response to Office Action filed on 3.1.2010.	Europe

Exhibit 3

Product URLs

- WWW.DESTAB.COM
- WWW.PARTICLEDYNAMICS.COM
- WWW.PARTICLEDYNAMICS.BIZ
- WWW.PDIECOMMERCE.COM