

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.P. Scherer Technologies, LLC		06/15/2012	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	CP USA, LLC		
Street Address:	3001 Red Lion Road		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19114		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2744906	DELPOUCH	
Registration Number:	3392953	DELSTRIP	
Registration Number:	3412228	HINGEPAK	
Registration Number:	3118003	RX BARRIER	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128598000		
Email:	jason.greenberg@friedfrank.com		
Correspondent Name:	Jason L. Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004-1980		
ATTORNEY DOCKET NUMBER:	33326-2 (GREENBERG)		

CH \$115.00 2744906

NAME OF SUBMITTER:	Jason L. Greenberg
Signature:	/jlg/
Date:	06/19/2012
Total Attachments: 5 source=IP Assignment (to upload)#page1.tif source=IP Assignment (to upload)#page2.tif source=IP Assignment (to upload)#page3.tif source=IP Assignment (to upload)#page4.tif source=IP Assignment (to upload)#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (“**Assignment**”) effective as of June 15, 2012, is entered into by and between R.P. Scherer Technologies, LLC, a Nevada limited liability company (“**Assignor**”) and CP USA, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of those certain patents identified on Schedule A attached hereto (“**Patents**”) and the trademarks identified on Schedule B attached hereto (“**Trademarks**”); collectively, the “**Intellectual Property**”) that relate to the Business (as defined in the Purchase Agreement);

WHEREAS, reference is made to that certain Purchase Agreement, dated as of May 11, 2012 (the “Purchase Agreement”), by and among Packaging Coordinators, Inc. (“**Purchaser**”), Catalent USA Packaging, LLC (“**Seller**”), and, solely for purposes of certain sections specifically identified therein, Catalent Pharma Solutions, Inc., pursuant to which Purchaser has agreed to purchase from Seller all of the issued and outstanding ownership interests of the Company; and

WHEREAS, in connection with the Purchase Agreement and the transactions contemplated thereby, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title, and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Patents. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to the Patents along with (i) any and all continuations, divisions, continuations-in-part, reissues and reexaminations thereof; and (ii) all rights of action pertaining to the Patents, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of the Patents.

2. Conveyance and Acceptance of Trademarks. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for registration thereof, the right to sue, either at law or in equity and the right to recover for any past, present or future infringements thereof, the right to secure registration of the Trademarks and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to the Trademarks.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original (including facsimile copies), but all of which together shall constitute one and the same instrument.

4. Choice of Law. This Assignment will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

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IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

R.P. SCHERER TECHNOLOGIES, LLC


By: 

Name: Matthew Walsh

Title: Treasurer

CP USA, LLC

By: Catalent USA Packaging, LLC,
its sole member

By:  _____
Name: Barry Littlejohns
Title: President -- Medication Delivery
Solutions

Schedule A

Patents

Patent/ Application Number	Title	Inventor(s)	Issue/Filing Date	Status	Record Owner
6,000,264	Integral Package Applicator	Kurtis James Koptis	12-28-1999	Issued	R.P. Scherer Technologies, LLC
6,902,335	Hand Held Dispensing and Application Apparatus	Michael S. Bergey Bruce Detwiler James L. Hussey Kurt Koptis Yelena Lipoveskaya Mahmood Mohiuddin	06-07-2005	Issued	R.P. Scherer Technologies, LLC
7,325,703	Multi-Cavity Blister Package for Storing and Dispensing Flowable Substances	Victor Gherdan Dennis Chadwick David Barndt	02-05-2008	Issued	R.P. Scherer Technologies, LLC
7,331,460	Shielded Medicament Package	David R. Barndt Dennis H. Chadwick Victor Gherdan, Jr.	02-19-2008	Issued	R.P. Scherer Technologies, LLC
7,458,741	Multiple Compartment Storage and Dispensing Apparatus	Bruce D. Detwiler Dennis H. Chadwick	12-02-2008	Issued	R.P. Scherer Technologies, LLC
7,360,652	Child Resistant Product Dispenser	William Arnold	04-22-2008	Issued	R.P. Scherer Technologies, LLC
7,464,818	Child Resistant and Senior Friendly Medicament Storage and Distribution Package	Victor Gherdan David Barndt Tim Craig	12-16-2008	Issued	R.P. Scherer Technologies, LLC
7,607,834	Peelable Pouch Containing a Single or Multiple Dosage Forms and Process of Making Same	Paul Hamilton Alvater Thomas John Fillis	10-27-2009	Issued	R.P. Scherer Technologies, LLC

Schedule B
Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Status	Record Owner
DELPOUCH	7805883	April 17, 2001	2744906	07-29-2003	Registered	R.P. Scherer Technologies, LLC
DELSTRIP	7865748	June 24, 2005	3392953	03-04-2008	Registered	R.P. Scherer Technologies, LLC
HINGEPAK	7704758	Nov. 20, 2006	3412228	04-15-2008	Registered	R.P. Scherer Technologies, LLC
RX BARRIER	7838098	March 9, 2004	3118003	07-18-2006	Registered	R.P. Scherer Technologies, LLC