

FORM PTO-1594

Docket No. 47743/MM/A678

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Post Office Box 7068
Pasadena, CA 91109-7068

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies): Leiner Health Services Corp. and Leiner Health Products Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other <input type="checkbox"/> Exists Under Laws of Delaware Additional name(s) of conveying party(ies) attached:		2. Name and address of receiving party(ies): Name: Albertson's, Inc. Street Address: 250 Parkcenter Boulevard, Boise, Idaho 83726 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Exists Under Laws of Delaware If assignee is not domiciled in the United States, a domestic representative designation is attached: NO (Designation must be a separate document from Assignment). Additional name(s) & address(es) attached? NO	
3. Name of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: March 1, 2000			
4. A. Trademark Application No.(s)		4. B. Trademark Registration No.(s) 2,278,012	
Additional numbers attached? NO			
5. Please return the recorded document and address all correspondence to: CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Michael J. MacDermott		6. Total number of applications or registrations involved..... 1	
10. <input type="checkbox"/> Explanatory letter is enclosed.		7. <input type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$	
		8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.	
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Date: July 10, 2002 By <u><i>Michael J. MacDermott</i></u> Name: Michael J. MacDermott 626/795-9900 Total number of pages including cover sheet, attachments, and document: 3			

MM/dmh

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**TRADEMARK
REEL: 002503 FRAME: 0752**

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") dated as of March 1, 2000 (the "Effective Date"), is entered into between Leiner Health Services Corp., a Delaware corporation and Leiner Health Products Inc. (collectively, "Leiner"), and Albertson's Inc., a Delaware corporation ("Albertson's").

RECITALS

WHEREAS, Leiner has adopted, used and registered the trademark ONE CHOICE®, Registration No. 2,278,012 dated September 14, 1999 (the "Trademark");

WHEREAS, Albertson's desires to acquire the Trademark and the registration thereof; and

WHEREAS, subject to the terms and conditions of this Agreement, Leiner has agreed to assign to Albertson's the Trademark.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Trademark Assignment.** Leiner hereby assigns to Albertson's all Leiner's rights, title and interest in and to the Trademark and the registration, together with that part of the goodwill of the business connected with the use of and symbolized by the Trademark.
2. **Indemnification.** Albertson's shall indemnify, defend and hold harmless Leiner and its officers, directors and employees against any claims or losses arising out of Albertson's use or ownership of the Trademark on and after the Effective Date, including without limitation any intellectual property infringement claims.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first set forth above.

Leiner Health Products Inc.

By: [Signature]

Its: [Signature]

Leiner Health Services Corp.

By: [Signature]

Its: [Signature]

Albertson's Inc.

By: [Signature]

Its: [Signature]

APPROVED BY [Signature]
LHP LEGAL DEPT. 7/11/01