

09-17-2002



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To The Honorable Commissioner of Patents and Trademarks. Please receive the attached original documents or copy thereof:

<p>1. Name of conveying party(ies): Propst Pharmaceuticals, L.L.C. 9-3-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State (Ohio) <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>PediaMed Pharmaceuticals, Inc.</u> Internal Address: _____ Street Address: <u>7310 Turfway Road, Suite 490</u> City: <u>Florence</u> State: <u>Kentucky</u> Zip: <u>41042</u></p> <p><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-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 29, 2002</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>B. Trademark Registration Nos.: <u>2,509,656</u> 2,528,599</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kurt A. Summe, Esq.</u> Internal Address: <u>Wood, Herron & Evans, L.L.P.</u> <u>2700 Carew Tower</u> Street Address: <u>441 Vine Street</u> City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u></p>	<p>6. Total number of applications and trademarks involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$65.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account if deficiencies occur</p> <p>8. Deposit Account number: <u>23-3000</u> (Attach duplicate copy of this page if paying by deposit account)</p>

DO NOT USE THIS SPACE

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.

Sarah Otte Graber, Esq. _____

Name of Person Signing

Signature

August 28, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

09/17/2002 610M11 00000020 2509656

01 FC:481

02 FC: 482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002582 FRAME: 0632

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made by Propst Pharmaceuticals, L.L.C., a Delaware limited liability company, with an office at 130 Vintage Drive, Huntsville, Alabama 35811 ("Assignor"), in favor of PediaMed Pharmaceuticals, Inc., a Delaware corporation, with an office at 7310 Turfway Road, Suite 490, Florence, Kentucky 41042 ("Assignee").

Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks and/or service marks (the "Marks") set forth in Annex 1 attached to this Assignment, together with the goodwill of the business connected with the use of and symbolized by the Marks.

Now, therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant, sell, and otherwise convey to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Marks, including all common law rights therein, free and clear of all liens and encumbrances (except as otherwise set forth in the Agreement, as defined below), and applications to register therefor, together with the goodwill of the business symbolized by the Marks, for the use and on behalf of its successors, assigns, and other legal representatives.


This Assignment is being delivered in connection with the Asset Purchase Agreement between Assignor and Assignee dated on or about June 18, 2002, which is incorporated herein by this reference (the "Agreement"), and is subject to, and is entitled to the benefits in respect of, the Agreement. Nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Agreement. Any capitalized term used but not defined herein shall have the meaning given in the Agreement.

Except for the representations and warranties of Assignor expressly set forth in this Assignment or in the Agreement, neither Assignor nor its Affiliates nor any other Person makes any other express or implied representation or warranty on behalf of Assignor, or otherwise, with respect to the Marks.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the 30th day of June, 2002.

Dated: 6-29-2002

PROPST PHARMACEUTICALS, L.L.C.

By: 

Print Name: WILLIAM S. PROPST

Title: MANAGER

STATE OF ALABAMA)
COUNTY OF Madison) SS

I certify that I know or have satisfactory evidence that William S Propst is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Manager, of PROPST PHARMACEUTICALS, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Sharon Gilliam
(Signature)

Sharon Gilliam
(Print Name)

Notary Public in and for the State of Alabama
residing at 118 Seapoint Dr
My commission expires 5.25.2003
Meridianville, AL-35759

Annex 1
to Assignment of Trademarks
Trademark Registrations
and Applications Therefor

Country	Mark	Reg. No.	Reg. Date
UNITED STATES	ENDAL	2,509,656	11/20/01
UNITED STATES	ACCUHIST	2,528,599	01/08/02