

Form PTO-1594
(Rev. 6-93)U.S. Department of Commerce
Patent and Trademark Office**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):

PediaMed Pharmaceuticals, Inc.: Individual(s) : Association
: General Partnership : Limited Partnership
 Corporation-State - Delaware Other _____Additional name(s) of conveying party(ies) attached? : yes no

2. Name and address of receiving party(ies):

Name: Lynne M. Botts

Internal Address: _____

Street Address: 933 Paxton Lake CoveCity: Loveland State: OH Zip: 45140:X Individual(s) citizenship: Individual Ohio, USA

: Association _____

: General Partnership _____

: Limited Partnership _____

: Corporation-State _____

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: : yes : no
(Designation must be a separate document from Assignment)Additional name(s) & address(es) attached? : yes no

3. Nature of conveyance:

 Assignment : Merger
: Security Agreement : Change of Name
: Other _____Execution Date: March 21, 2003

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s): 76/195,213

B. Trademark Registration No.(s): _____

For the mark RELIADOSE

Additional numbers attached? : yes :X no

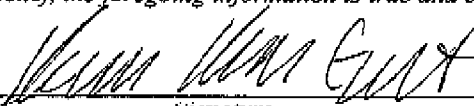
5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Karen Kreider GauntInternal Address: Keating, Muething & Klekamp, P.L.L.Street Address: 1400 Provident Tower, One E. 4th StreetCity: Cincinnati State: Ohio Zip: 452026. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41): \$ 40.00 Authorized to be charged to deposit account8. Deposit account number: 500735

(Attached duplicate copy of this page if paying by deposit account)

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.*Karen Kreider Gaunt
Name of Person Signing
Signature5/2/03
DateTOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1



ASSIGNMENT OF INTANGIBLE ACQUIRED ASSETS AND IMPROVEMENTS

This ASSIGNMENT OF INTANGIBLE ACQUIRED ASSETS AND IMPROVEMENTS (the "Assignment") is dated as of 3/21, 2003, by and between PediaMed Pharmaceutical, Inc. (the "Assignor"), and Lynne M. Botts (the "Assignee").

WHEREAS, Assignee was the original owner of all tangible and intangible assets, materials, documents and all other items relating to a certain pediatric drug delivery system product currently known as "ReliaDose" (the "Product") and the Assignor and the Assignee entered into an Asset Purchase Agreement, dated as of July 7, 2000, (the "Asset Purchase Agreement") wherein the Assignee sold to the Assignor such assets related to the Product. The Asset Purchase Agreement provided that upon the non-occurrence of certain events, Assignee had the optional right to repurchase from Assignor, the Acquired Assets and all Improvements (as those terms are both defined in the Asset Purchase Agreement) which consist of substantially all the tangible and intangible assets relating to the Product; and

WHEREAS, Assignee has properly exercised her optional right to repurchase the Acquired Assets and all Improvements, and Assignor desires to assign the Acquired Assets and all Improvements to Assignee under the terms of the Asset Purchase Agreement; and

WHEREAS, Assignor is currently the owner of the Acquired Assets and Improvements, relating to the Product, these terms being used herein as defined in the Asset Purchase Agreement and including certain intangible assets which include but are not limited to the patents and applications for patent in the United States of America listed on the Schedule 1 attached hereto (the "Patents"), and made a part hereof, and the trademarks and applications for trademarks listed on Schedule 2 attached hereto (the "Trademarks"), and made a part hereof; and

WHEREAS, in addition to the Patents and Trademarks, Assignor is currently the owner of other intangible Acquired Assets and Improvements relating to the Product, which further includes all other intellectual property and other proprietary information and Know-How relating to the Product, including, but not limited to 1) the other Intellectual Property related to the Product and listed in Schedule 3; 2) the Approvals related to the Product and listed in Schedule 4; and 3) other intellectual property and proprietary Know-How and information included in the Acquired Assets and Improvements as reflected and embodied in the documentation and materials being transferred by Assignor to Assignee pursuant to Exhibits B and C of the Bill of Sale to which this Agreement is attached.

NOW, THEREFORE, for good, valuable, full and complete consideration of one-hundred dollars (\$100.00) as provided for in the Asset Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its entire right, title and interest in and to the Patents listed in Schedule 1, and in and to the inventions covered thereby, and any divisional or continuation applications that may be filed based on any such applications; any patents issuing on any of the foregoing applications, and any reissues or certificates of reexamination of any of the foregoing patents, and any foreign counterparts to any of them, the same to be held and enjoyed by Assignee for her own use and enjoyment, and for the use and enjoyment of her successors, assigns, to the end of the term or terms for which said patents are or

may be granted; together with the right to sue and recover for past infringement thereof and the right to claim all priority rights derived from said patents and applications in all member countries of the Paris Convention.

2. Assignor hereby sells, assigns and transfers to Assignee, its entire right, title and interest in and to, including without limitation, all goodwill associated with the Trademarks listed in Schedule 2, the exclusive right to the Trademarks and to any renewals of same, and any foreign counterparts to the Trademarks, the same to be held and enjoyed by Assignee for her own use and enjoyment, and for the use and enjoyment of her successors, assigns, together with the right to sue and recover for past infringement thereof, and the right to claim all priority rights derived from said Trademarks and applications therefor in all member countries of the Paris Convention.

3. Assignor hereby sells, assigns and transfers to Assignee, its entire right, title and interest in and to the other Intellectual Property relating to the Product and listed in Schedule 3, the same to be held and enjoyed by Assignee for her own use and enjoyment, and for the use and enjoyment of her successors, assigns, together with the right to sue and recover for past infringement thereof, and the right to claim all priority rights derived from said Intellectual Property.

4. Assignor hereby sells, assigns and transfers to Assignee, its entire right, title and interest in and to the Approvals related to the Product and listed in Schedule 4, the same to be held and enjoyed by Assignee for her own use and enjoyment, and for the use and enjoyment of her successors, assigns, together with the right to claim all priority rights derived therefrom.

5. Assignor hereby sells, assigns and transfers to Assignee, its entire right, title and interest in and to the other intellectual property and proprietary Know-How and information included in the Acquired Assets and Improvements as reflected and embodied in the documentation and materials being transferred by Assignor to Assignee pursuant to Exhibits B and C of the Bill of Sale to which this Agreement is attached

6. To the extent not already specified in Sections 1-5 above, Assignor hereby sells, assigns and transfers to Assignee, its entire right, title and interest in and to all other intangible Acquired Assets as defined in the Asset Purchase Agreement, the same to be once again held and enjoyed by Assignee for her own use and enjoyment, and for the use and enjoyment of her successors, assigns, and the right to claim all priority rights therefrom.

7. To the extent not already specified in Sections 1-5 above, Assignor hereby sells, assigns and transfers to Assignee, its entire right, title and interest to all other intangible Improvements as defined in the Asset Purchase Agreement, the same to be held and enjoyed by Assignee for her own use and enjoyment, and for the use and enjoyment of her successors, assigns, and the right to claim all priority rights therefrom.

8. Assignor agrees that it shall execute any and all further documents and/or correspondence reasonably necessary to perfect Assignee's right, title and interest in and to the Patents, Trademarks, other Intellectual Property, Approvals, all other intangible Acquired Assets, and all other intangible Improvements.

9. Nothing herein shall transfer any right, title, or interest in any assets or property other than the Acquired Assets and Improvements as those terms are defined in the Asset Purchase Agreement.

10. Assignor transfers these intangible Acquired Assets and Improvements to Assignee on an AS IS, WHERE IS, and WITH ALL FAULTS basis **per the terms of the Asset Purchase Agreement**, and no warranties or promises are made that the same will work or work for any particular purpose.

11. Assignor provides no warranty as to the title, enforceability or validity of the Patents, Trademarks, or any Intellectual Property relating to the Acquired Assets and Improvements transferred to Assignee.

12. ASSIGNOR PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, .

13. Assignor provides no warranty that the Acquired Assets and Improvements provide the right to make, use, advertise, commercialize, sell, or offer for sale any products vis-à-vis potential third party claims and rights.

14. In no event shall Assignor be liable to Assignee or its customers or suppliers for special, incidental, indirect, or consequential damages **from any third-party claims** arising out of the practice of anything relating to the Acquired Assets and Improvements.

15. In no event shall Assignor be liable to Assignee or its customers or suppliers for direct damages **from any third-party claims** arising out of the practice of anything relating to the Acquired Assets and Improvements.

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed on this 21st day of MARCH, 2003.

PEDIAMED PHARMACEUTICAL, INC.

By: Thomas Jennings

Name: THOMAS P. JENNINGS

Title: PRESIDENT

STATE OF OHIO)
)ss:
COUNTY OF HAMILTON)

On this 21st day of MARCH, 2003, before me came THOMAS P. JENNINGS to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the same.

Linda M Tuttle
Notary Public



LINDA M. TUTTLE
Notary Public, State of Ohio
My Commission Expires 10-18-04

SCHEDULE 2 - TRADEMARKS

- U.S. Trademark Application Serial No. 76/195,213 for the trademark RELIADOSE.
- Any and all foreign applications for same.

SCHEDULE 3 – OTHER INTELLECTUAL PROPERTY

- **Common Law/Unregister Copyright in materials authored by or for PediaMed**
- Trade Dress
- Trade Secrets
- Trade Names
-
- Web Pages
- Domain Names

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