

REC
TR

05-19-2003



Docket No.:
2972-89102

Tab settings

102451369

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

1. Name of conveying party(ies): 4-23-03
Meryl J. Squires
Merix Pharmaceutical Company
2 Goose Lake Drive
Barrington Hills, Illinois 60010

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: Welsh & Katz, Ltd.
Internal Address: 120 S. Riverside Plaza, 22nd Floor
Street Address: _____
City: Chicago State: IL ZIP: 60606

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 1-24-03

4. Application number(s) or registration numbers(s):
A. Trademark Application No.(s)
2,091,173 2,502,763 2,574,205
~~2,585,895~~ 2,505,458
2,191,029 2,125,135

Additional numbers Yes No

B. Trademark Registration No.(s)
76/070,328 75/780,969 75/780,965
76/169,923 76/017,480 147,207
76/030,367 75/780,906

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Welsh & Katz, Ltd.
Internal Address: 120 S. Riverside Plaza, 22nd Floor

Street Address: _____

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved:..... **15**

7. Total fee (37 CFR 3.41):.....\$ 600.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-0920 210.00 3 2003

05/16/2003 TDIAZI 00000128 2091173
01 FC:8521 40.00 OP
02 FC:8522 350.00 OP

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.

Thomas W. Tolpin Thomas W. Tolpin April 22, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, _____

TRADEMARK

WELSH & KATZ, LTD.

Attorneys at Law

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CHICAGO, ILLINOIS 60606-3912

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January 24, 2003

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By Federal Express

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and e-mail: merylsquires@merixcorp.com

Ms. Meryl J. Squires
Merix Pharmaceutical Company
2 Goose Lake Drive
Barrington Hills, Illinois 60010

**Letter of Agreement
Outstanding and Future Fees and Procedures
for Merix and Meryl J. Squires
Our Ref. 2972-66674**

Dear Meryl:

This letter is to summarize our most recent telephone conversation and understanding regarding the payment of our past due billings and well as future invoices.

As of this date, Merix Pharmaceutical Company ("Merix") and Meryl J. Squires ("Squires") currently owe Welsh & Katz, Ltd. ("W&K") the sum of \$175,129.72 for work performed and disbursements incurred by W&K concerning the patent and trademark matters shown on the accompanying Merix Patent List and Merix Trademark List attached hereto. You have agreed to send us a check in the amount of \$50,000 on or before January 29, 2003. The payment terms as previously proposed will be as follows:

\$20,000	Due on February 10, 2003
\$20,000	Due on May 10, 2003
\$20,000	Due on August 10, 2003

Ms. Meryl Squires
Merix Pharmaceutical Company
January 24, 2003
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\$20,000 Due on November 10, 2003

The balance of \$45,129.72 due to W&K is acknowledged by Merix and Squires, jointly and severally, and will continue to be billed to you. Merix and Squires will use their best efforts to pay this balance as soon as possible.

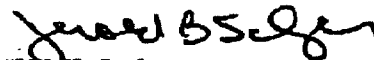
All future work undertaken on behalf of Merix and Squires must be approved in advance. You have agreed to pay all reasonable costs of foreign agents (associates) and well as the reasonable fees of W&K (our fees are generally less than \$250 per notification) in analyzing Patent and Trademark Office actions and notification, inquiring of the agents' expected fees, and reporting the same to Merix and Squires. Such fees will either be paid in advance or within ten (10) days after receiving our firm's invoice in the event we had not given you advance notice of the amount due.

Upon acceptance of this agreement by all parties, W&K will: (1) continue doing further patent and trademark work for Merix and Squires, as provided above, and (2) will not send written instructions to the foreign agents throughout the world who are working on your patent and trademark matters at our request to cease doing any work for which our firm would be liable or accountable until they receive further written instructions to the contrary from us. However, we reserve the right to do so if the above terms are breached by you. For all dates in this letter of understanding and agreement, time is of the essence.

To the best of our knowledge, we also represent to you that the files we are handling for Merix and Squires are complete and up to date.

Please indicate your acceptance and approval of these arrangements signing where indicated below. Thank you for your cooperation.


Very truly yours,




W&K, Ltd.
By Jerold B. Schnayer
Treasurer

Ms. Meryl Squires
Merix Pharmaceutical Company
January 24, 2003
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We agree to the above terms and conditions effective as of the date indicated above:



Meryl J. Squires, President
Merix Pharmaceutical Company



Meryl J. Squires
An individual and named inventor of the Patents listed on
the enclosed patents

PROMISSORY NOTE

\$ 130,000.00

January 24, 2003

At the dates hereinafter mentioned, for value received, the undersigned parties jointly and severally promise to pay to the order of **WELSH & KATZ, LTD.** at 120 South Riverside Plaza, Chicago, Illinois 60606 or at such other place as the payee or holder hereof may in writing appoint, the principal sum of **ONE HUNDRED AND THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00)** without interest as follows:

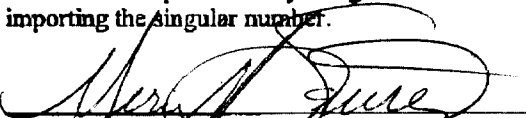
- \$50,000.00 on January 29, 2003
- \$20,000.00 on February 10, 2003
- \$20,000.00 on May 10, 2003
- \$20,000.00 on Aug 10, 2003
- \$20,000.00 on November 10, 2003.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after maturity at the rate of seven per cent (7%) per annum.

The undersigned agrees that on default for a period of ten (10) days in the payment of any installment of interest or principal, all installments of principal and interest under this Note shall thereupon become due at the election of the holder hereof without notice or demand. The attached Letter of Agreement of January 24, 2003 and Merix Trademark List and Merix Patent List are incorporated herein by reference and are a part of this Promissory Note. Time is of the essence.


The undersigned hereby authorizes, irrevocably, any attorney of any Court of Record to appear for the undersigned in such Court if this Note is not paid when due, and at any time thereafter, whether in term time or vacation, to confess judgment, without process, in favor of the holder of this Note, for such amount as may appear to be due and unpaid thereon, together with reasonable costs of collection, including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

All parties hereto severally waive presentment for payment, notice of dishonor and protest. If this instrument is signed by more than one person every obligation and authorization of the undersigned shall be joint and several, irrespective of the use of verbs importing the singular number.



Meryl J. Squires
An individual

MERIX PHARMACEUTICAL COMPANY



Meryl J. Squires, President

Merix Trademark List

78960	AMVIREX	76/070,328	14-Jun-2000		United States of America
79058	AMVIREX		02-Aug-2000	085770	14-Jun-2000 Illinois
67995	BIOMEDIX & DESIGN			079035	29-Aug-1996 Illinois
67996	BIOMEDIX & DESIGN	157,336	28-Aug-1996	2,091,173	26-Aug-1997 United States of America
76811	DERMA-EEZE	75/780,967	20-Aug-1999	2,585,895	25-Jun-2002 United States of America
70624	DESTINY VIRAMEDIX & DESIGN	354,842	11-Sep-1997	2,191,029	22-Sep-1998 United States of America
70625	DESTINY VIRAMEDIX			081116	12-Sep-1997 Illinois
80452	EQUIMEDX	76/169,923	22-Nov-2000		United States of America
81843	EYE-MEDX	823561950	13-Feb-2001		Brazil
78959	EYE-MEDX	76/030,367	20-Apr-2000		United States of America
76809	FLU-EEZE	75/781,250	20-Aug-1999	2,502,763	30-Oct-2001 United States of America
76808	LIP-EEZE	75/780,969	20-Aug-1999		United States of America
80693	MERIX	823406644	21-Nov-2000		Brazil
82417	MERIX		20-Apr-2001		India
82560	MERIX	2001074487	08-May-2001	1780604	06-Jun-02 China
82566	MERIX	002189751	24-Apr-2001		European Community
82622	MERIX	2001-40545	02-May-2001		Japan
76873	MERIX PHARMACEUTICAL	76/017,480	04-Apr-2000		United States of America

Merix Trademark List

77116	MERIX PHARMACEUTICAL			17-Nov-1999	84,412	19-Nov-1999	Illinois
78187	SHINGLE-EEZE	75/902,905		25-Jan-2000	2,505,458	06-Nov-2001	United States of America
78810	STING-EEZE	75/780,906		20-Aug-1999			United States of America
76812	THROAT-EEZE	75/780,965		20-Aug-1999			United States of America
82418	VIRACEA	01005421		24-Apr-2001			India
82564	VIRACEA	002188373		24-Apr-2001	002188373	Nov-2002	European Community
80694	VIRACEA	823400891		16-Nov-2000			Brazil
67601	VIRACEA			08-Aug-1996	078962	13-Aug-1996	Illinois
67602	VIRACEA	151,619		16-Aug-1996	2,125,135	30-Dec-1997	United States of America
82558-1	VIRACEA	2001074496		08-May-2001	1906357	21-Aug-2002	China
82620	VIRACEA						Japan
67600	VIRAMED	147,207		08-Aug-1996			United States of America
67599	VIRAMED					13-Aug-1996	Illinois
82419	VIRAMEDX			19-Apr-2001			India
82558	VIRAMEDX	2001190515		15-Oct-2001			China
80695	VIRAMEDX	823400905		16-Nov-2000			Brazil
82559	VIRAMEDX	2001071844		30-Apr-2001			China
82565	VIRAMEDX	002190510		24-Apr-2001	002190510	Nov-2002	European Community

Merix Trademark List

REGISTRATION NO.	MARK	CLASS	FILED	ISSUED	STATUS
82621	VIRAMEDX				Japan
76807	WART-EEZE		75/781,284	20-Aug-1999 2,574,205	28-May-2002 United States of America