

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gynetics Inc.		02/25/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Barr Laboratories, Inc.
Street Address:	2 Quaker Road
Internal Address:	P.O. Box 2900
City:	Pomona
State/Country:	NEW YORK
Postal Code:	10970
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2538774	PREVEN
Registration Number:	2628217	IT'S NOT TOO LATE TO PREVENT PREGNANCY AFTER SEX
Registration Number:	2470017	

CORRESPONDENCE DATA	
Fax Number:	(202)371-2540 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	(202) 371-2600
Email:	jshirk@skgf.com
Correspondent Name:	Sterne, Kessler, Goldstein & Fox PLLC
Address Line 1:	1100 New York Avenue, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	1710.5210000/TGD/JDS
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NAME OF SUBMITTER:	Tracy-Gene G. Durkin
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OP \$90.00 2538774

Total Attachments: 9

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 2nd day of February, 2004, ("Effective Date"), by and between Gynetics Inc., a Delaware corporation ("Assignor"), and Barr Laboratories, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated February 18, 2004 (the "Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to cause Assignor to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations and applications identified and set forth on Schedule A; (b) those foreign trademark registrations and applications identified and set forth on Schedule B (the foregoing U.S. and foreign trademark registrations and applications collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations related

thereto that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, and together with all rights to sue and recover for any past infringements of any of the Marks, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States and any foreign equivalents.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this
25th day of February, 2004.

BARR LABORATORIES, INC.

GYNÉTICS INC.

By:  _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF New Jersey,
COUNTY OF Bergen) ss.:

On this 23 day of February 2004, there appeared before me
Paul M Bisaro, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.

Kathleen A Quinones
Notary Public

KATHLEEN A. QUINONES
Notary Public
Bergen County, New Jersey
My Commission Expires Aug. 07, 2008 (CR)
2503 924

STATE OF)
COUNTY OF) ss.:

On this _____ day of _____ 2004, there appeared before me
_____, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.

Notary Public

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this
Assignment to be signed and executed by the undersigned officers thereunto duly authorized this
25th day of February, 2004.

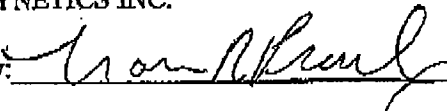
BARR LABORATORIES, INC.

By: _____

Name: _____

Title: _____

GYNÉTICS INC.

By:  _____

Name: _____

Title: _____

STATE OF)
COUNTY OF) ss.:

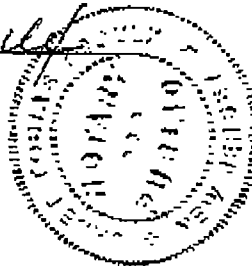
On this _____ day of _____ 2004, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of _____

Notary Public

STATE OF)
COUNTY OF) ss.:

On this 25th day of February 2004, there appeared before me Norman R. Proulx, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Gynetics Inc.

Janet Proulx
Notary Public



JANET TOBIAS PROULX
Notary Public
State of New Jersey
Commission Expires 05/31/08

Schedule A

United States Trademark Registrations and Applications

MARK	REG. NO./APP. NO.	ISSUE OR FILING DATE
PREVEN	2,538,774	2/19/02
"It's Not Too Late To Prevent Pregnancy After Sex"	2,628,217	10/01/02
"Woman Design"	2,470,017	7/17/01

Schedule B

Other Trademark Registrations and Applications

MARK	REG. NO./APP. NO.	ISSUE OR FILING DATE
PREVEN	Canada TMA519,525	11/17/99
Prevent	Mexico 265587	6/14/96