

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Conditional Assignment of Registered Trademarks (Release of Security Interest)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Tennessee Bank National Association		06/16/2004	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Monarch Pharmaceuticals		
Street Address:	335 Beecham Street		
City:	Bristol		
State/Country:	TENNESSEE		
Postal Code:	37620		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2132640	PROCTOCORT	
CORRESPONDENCE DATA			
Fax Number:	(617)439-4170		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-439-4444		
Email:	trademark@EdwardsAngell.com		
Correspondent Name:	Edwards & Angell, LLP		
Address Line 1:	101 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02205		
ATTORNEY DOCKET NUMBER:	46453/57320		
NAME OF SUBMITTER:	Linda M. Buckley (Reg. No. 31,003)		
Total Attachments: 2 source=Monarch#page1.tif source=Monarch#page2.tif			

OP \$40.00 2132640

RELEASE OF CONDITIONAL ASSIGNMENT OF REGISTERED TRADEMARKS**Pursuant to 37 CFR § 3.56**

WHEREAS, Monarch Pharmaceuticals, (hercafter "ASSIGNOR") a Tennessee corporation, having its principal offices at 355 Beecham Street, Bristol, Tennessee 37620, has adopted, used, is using and is the owner of the following trademark (hereinafter "TRADEMARK") registered in the United States Patent and Trademark Office as follows:

<u>Trademark</u>	<u>Application No.</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Date Issued</u>
PROCTOCORT	75/243,921	2/19/97	2,132,640	01/27/98

WHEREAS, First Tennessee Bank National Association, (hercinafter "ASSIGNEE") a Tennessee corporation, having its principal offices at 165 Madison Avenue, Memphis, Tennessee 38103, by a contingent assignment dated as of January 29, 1997, said contingent assignment having been filed and recorded by the U.S. Patent and Trademark Office on June 20, 1997 at reel 1617 frame 0820 *et seq.* (hereinafter "CONTINGENT ASSIGNMENT"), ASSIGNOR assigned to ASSIGNEE on a contingent basis all right, title and interest in the United States in and to the TRADEMARK, together with the goodwill of the business symbolized by the TRADEMARK and applications for and registrations thereof; and

WHEREAS, effective on or before January 27, 1998, ASSIGNEE released ASSIGNOR from the CONTINGENT ASSIGNMENT;

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNEE hereby releases, the release having effect on or before January 27, 1998, the ASSIGNOR from the CONTINGENT ASSIGNMENT, the continuing lien thereof, and all obligations thereunder, and ASSIGNEE hereby surrenders and releases any and all security interest or other interest he now or ever has had in and to the TRADEMARK, together with the goodwill of the business symbolized by the TRADEMARK and applications for and registrations thereof.

ASSIGNEE HEREBY COVENANTS AND AGREES that ASSIGNEE will, upon request by ASSIGNOR, execute or procure any further necessary assurance of release of the CONTINGENT ASSIGNMENT and, upon the request and at the expense of ASSIGNOR, deliver any testimony in any legal proceedings and execute all papers that may be necessary or desirable to perfect the title to the TRADEMARK in ASSIGNOR, its successors, assigns, or other legal representatives.

WITNESS MY HAND and seal this 16th of June, 2004.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

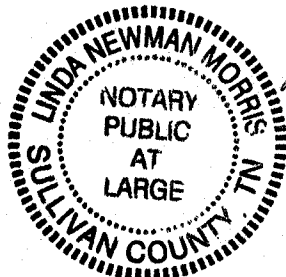
By [Signature]
Name Gerald I Hallenbeck
Title City President

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, Linda Newman Morris, a Notary Public of the said state and county, personally appeared Gerald I Hallenbeck, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she is the City President of First Tennessee Bank National Association, the within-named Assignee, a corporation, and that as such officer, executed the foregoing instrument for the purpose therein contained, by authority duly given.

Witness my hand and seal, at office in this 16th day of June, 2004.

My commission expires:
1-16-2008



[Signature]
Notary Public