

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accucorp, Inc.		07/12/2002	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Delavau L.L.C.		
Street Address:	10101 Roosevelt Blvd		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19154		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2447614	DELAVAU	
CORRESPONDENCE DATA			
Fax Number:	(215)568-3439		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 568-3100		
Email:	trademarks@woodcock.com		
Correspondent Name:	Woodcock Washburn LLP		
Address Line 1:	One Liberty Place - 46th Floor		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	DELA-0003		
NAME OF SUBMITTER:	Denise I. Mroz		
Signature:	/denise i. mroz/		
Date:	05/23/2006		

CH \$40.00 2447614

Total Attachments: 15

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ASSET PURCHASE AGREEMENT dated as of July 12, 2002, among (a) J.W.S. Delavau Co., Inc., a Pennsylvania corporation ("JWS Inc."), AccuCorp, Inc., a Pennsylvania corporation ("AccuCorp Inc."), L&R Realty Associates, Inc., a Pennsylvania corporation ("Realty Inc."), and LR Pharmaceuticals, L.P., a limited partnership organized under the laws of the Commonwealth of Pennsylvania ("LR" and, together with JWS Inc., AccuCorp Inc. and Realty Inc., the "Companies"), (b) the persons and trusts named on Schedule I (each, a "Seller" and, collectively, "Sellers"), and Delavau Holdings L.L.C. a Delaware limited liability company ("Purchaser").

Sellers own (a) all the issued and outstanding shares of common stock, par value \$0.10 per share (the "JWS Shares"), of JWS Inc., (b) all the issued and outstanding shares of common stock, no par value (the "AccuCorp Shares"), of AccuCorp, Inc., (c) all the issued and outstanding shares of common stock, no par value (the "Realty Shares"), of Realty Inc. and (d) all the partnership interests (the "LR Interests") of LR. The JWS Shares, the AccuCorp Shares, the Realty Shares and the LR Interests are collectively referred to in this Agreement as the "Equity Interests".

The Sellers desire to cause the Companies to sell to Purchaser, and Purchaser desires to purchase from the Companies, substantially all the assets and all the businesses of the Companies (the "Acquired Business"), upon the terms and subject to the conditions of this Agreement.

Accordingly, the parties hereby agree as follows:

ARTICLE I

Purchase and Sale of Acquired Assets; Closing

SECTION 1.01. Purchase and Sale of the Acquired Assets. (a) On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 1.02), each Company shall sell, transfer and deliver to Purchaser, and Purchaser shall purchase from the Companies, (i) 96.92% of the Companies' right, title and interest in, to and under the Acquired Assets (as defined in Section 1.07), for (A) an aggregate amount of \$147,400,000 in cash, (B) a \$10,000,000

junior subordinated debt security of Purchaser bearing interest of 7.5% annually and with substantially the other terms set forth on Exhibit B (the "Subordinated Security") and (C) the assumption by Purchaser of 96.92% of the Assumed Liabilities (as defined in Section 1.08) and (ii) 3.08% of the Companies' right, title and interest in, to and under the Acquired Assets, for (A) 5,000,000 units of membership interest of Purchaser (which the parties agree have an aggregate value of \$5,000,000) (the "Purchaser Units") and (B) the assumption by Purchaser of 3.08% of the Assumed Liabilities. The aggregate purchase price of \$162,400,000 for 100% of the Acquired Assets, subject to adjustment as provided in Section 1.04 (the "Purchase Price"), shall be payable as set forth below in Section 1.03. The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities is referred to in this Agreement as the "Acquisition".

(b) Notwithstanding anything in this Agreement to the contrary, Purchaser shall be entitled to withhold from the Purchase Price otherwise payable pursuant to this Agreement to any Company such amounts as are required to be withheld with respect to the making of such payment under any applicable tax withholding requirements of the Code (as defined in Section 3.15) or under any provision of state, local or foreign tax law; provided, however, that any such withheld amounts shall be deemed to have been paid as Purchase Price for all purposes under this Agreement; provided, further, that Purchaser shall give notice to the Companies prior to Closing of its intent to withhold any such amounts and shall allow the Companies reasonable opportunity prior to Closing (which shall be delayed during such period) to take any reasonable action (solely at the Companies' expense) necessary to avoid such withholding.

(c) In the event that the Closing Date is a date later than the Specified Closing Date and Purchaser has duly elected in writing to so delay the Closing pursuant to Section 1.02, the aggregate cash payment due pursuant to Section 1.01(a) (i) (A) shall increase to \$149,400,000 and the aggregate Purchase Price shall increase to \$164,400,000.

SECTION 1.02. Closing Date. The closing of the Acquisition (the "Closing") shall take place at the offices of Cravath, Swaine & Moore, 825 Eighth Avenue, New York, New York 10019, at 10:00 a.m. on the second business day following the satisfaction (or, to the extent permitted, waiver by the parties entitled to the benefits thereof) of all the conditions set forth in Article VI (or at such other place, time and date as shall be agreed between Sellers' Representative (as defined in

SECTION 1.06. Risk of Loss. Until the Closing, any loss of or damage to the Acquired Assets from fire, casualty or any other occurrence shall be the sole responsibility of the Companies.

SECTION 1.07. Acquired Assets and Excluded Assets. (a) The term "Acquired Assets" means all the business, properties, assets, goodwill and rights of the Companies of whatever kind and nature, real or personal, tangible or intangible, that are owned, leased or licensed by the Companies on the Closing Date (as defined in Section 1.02), other than the Excluded Assets (as defined in Section 1.07(b)), including:

- (i) all real property, leaseholds and other interests in real property of the Companies listed in Schedule 3.07, in each case together with the Companies' right, title and interest in all buildings, improvements and fixtures thereon and all other appurtenances thereto (the "Premises");
- (ii) all raw materials, work-in-process, finished goods, supplies, parts, spare parts and other inventories of the Companies that on the Closing Date are located on the Premises, and all raw materials, work-in-process, finished goods, supplies, parts, spare parts and other inventories of the Companies (including in transit, on consignment or in the possession of any third party) on the Closing Date (collectively, the "Inventory");
- (iii) all other tangible personal property and interests therein, including all machinery, equipment, furniture, furnishings and vehicles, of the Companies (the "Personal Property");
- (iv) all accounts receivable of and other monetary obligations due to the Companies on the Closing Date (the "Receivables"), but only to the extent reflected in Closing Net Book Value;
- (v) all patents (including all reissues, divisions, continuations and extensions thereof), patent applications, patent rights, trademarks, trademark registrations, trademark applications, servicemarks, trade names, business names, brand names, copyrights, copyright registrations, designs, design registrations, and all rights to any of the foregoing ("Intellectual Property"), of the Companies (such Intellectual Property being the "Assigned Intellectual Property");

- (vi) all trade secrets, confidential information, inventions, know-how, formulae, processes, procedures, research records, records of inventions, test information, market surveys and marketing know-how of the Companies (the "Technology");
- (vii) all Permits (as defined in Section 3.11) of the Companies that are used, held for use or intended to be used primarily in the operation or conduct of the Acquired Business (the "Assigned Permits");
- (viii) except as specified in Section 5.08 or Section 1.07(b)(vii), all contracts, leases, subleases, licenses, indentures, agreements, commitments and all other legally binding arrangements, whether oral or written ("Contracts"), to which any of the Companies is a party or by which any of the Companies is bound that are listed in Schedule 3.09 and all other Contracts (including purchase orders and sales orders) to which any of the Companies is a party or by which any of the Companies is bound (the "Assigned Contracts");
- (ix) all partnership interests and any other equity interests in any corporation, company, limited liability company, partnership, joint venture, trust or other business association ("Investments") that are held by any of the Companies;
- (x) all rights in and to products sold or leased (including products returned after the Closing and rights of rescission, replevin and reclamation) in the operation or conduct of the Acquired Business;
- (xi) all credits, prepaid expenses, deferred charges, advance payments, security deposits and prepaid items that are used, held for use or intended to be used primarily in, or that arise primarily out of, the operation or conduct of the Acquired Business;
- (xii) (A) all rights, claims and credits to the extent relating to any other Acquired Asset or any Assumed Liability, including any such items arising under insurance policies and all guarantees, warranties, indemnities and similar rights in favor of the Companies in respect of any other Acquired Asset or any Assumed Liability and (B) all causes of action arising out of the Acquired Business, except the Seller Claims (as defined in Section 1.07(b));

- (xiii) all books of account, ledgers, general, financial, accounting and personnel records, files, invoices, customers' and suppliers' lists, other distribution lists, billing records, sales and promotional literature, manuals, customer and supplier correspondence (in all cases, in any form or medium), of the Companies (the "Records");
- (xiv) all goodwill generated by or associated with the Acquired Business; and
- (xv) all the assets of the Benefit Plans (as defined in Section 3.15) and the Benefit Plans themselves.
- (b) The term "Excluded Assets" means:
- (i) all assets identified on Schedule 1.07(b), including the causes of action listed thereon (the "Seller Claims");
- (ii) all cash and cash equivalents of the Companies and all receivables due from or loans made to any Seller or affiliate of a Seller other than a Company;
- (iii) all rights, claims and credits of the Companies to the extent relating to any other Excluded Asset or any Excluded Liability (as defined in Section 1.08(b)), including any such items arising under insurance policies and all guarantees, warranties, indemnities and similar rights in favor of the Companies in respect of any other Excluded Asset or any Excluded Liability;
- (iv) all rights of the Companies and the Sellers under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (the "Ancillary Agreements");
- (v) all records prepared in connection with the sale of the Acquired Business to Purchaser or, subject to Section 1.07(a)(viii) and Section 5.04(c), in connection with the proposed sale to any other potential purchaser;
- (vi) all confidential information in the Companies' possession relating to the Retained Customer including all confidential information associated with the products proposed to be sold by the Companies to the Retained Customer; and

(vii) the Company Indebtedness Agreements.

SECTION 1.08. Assumption of Certain Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, Purchaser shall assume, effective as of the Closing, and from and after the Closing Purchaser shall pay, perform and discharge when due, all the following liabilities, obligations and commitments of the Companies (the "Assumed Liabilities"), other than any Excluded Liabilities:

(i) all liabilities, obligations and commitments of the Companies arising under the Assigned Contracts, but in each case only to the extent such liabilities, obligations and commitments relate to the period from and after the Closing;

(ii) all accounts payable and accrued liabilities of the Companies arising out of the operation or conduct of the Acquired Business prior to the Closing, but only to the extent included in Closing Net Book Value;

(iii) all other liabilities, obligations and commitments arising out of the operation or conduct of the Acquired Business, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission, from and after the Closing;

(iv) any liabilities, obligations and commitments of the Companies arising under any Benefit Plans (as defined in Section 3.15) but only to the extent included in Closing Net Book Value;

(v) any Transfer Taxes (as defined in Section 5.06(b)) borne by Purchaser pursuant to Section 5.06(b);

(vi) all purchase orders for raw materials, equipment and services that are set forth on Schedule 1.08(a)(vi) and any such purchase orders entered into by the Companies in the ordinary course of business of the Acquired Business consistent with past practice during the period from the date hereof until the Closing;

(vii) all returns and allowances related to the operation or conduct of the Acquired Business prior to the Closing;

mains, structural, mechanical and HVAC systems and masonry walls in any of the improvements upon each Company Property, no significant repairs thereof are required, and all periodic maintenance has been done and is being done in a manner that will permit the Acquired Business to continue to operate consistent with past practice.

(c) Except as set forth on Schedule 3.07(c), the occupancies and uses of the Company Properties, as well as the development, construction, management, maintenance, servicing and operation of the Company Properties, comply with all Applicable Laws and are not in violation of any thereof; and all certificate(s) of occupancy and all other Permits required by Applicable Law for the proper use and operation of the Company Properties are in full force and effect. All approvals, consents, Permits, utility installations and connections required for the development, construction, maintenance, operation and servicing of the Company Properties have been granted, effected, or performed and completed (as the case may be), and all fees and charges therefore have been fully paid. None of Sellers or the Companies has received written notice of, and do not otherwise have knowledge of, any violations, Proceedings or Judgments relating to zoning, building use and occupancy, traffic, fire or other laws or regulations, against, or with respect to, the Company Properties.

(d) Notwithstanding anything to the contrary in Sections 3.07(b) or (c) above, the representations and warranties set forth therein with respect to any Leased Property are hereby made to and qualified by the knowledge of the Sellers and the Companies.

SECTION 3.08. Intellectual Property. (a) Schedule 3.08 sets forth a true and complete list of all Intellectual Property, owned, used, filed by or licensed to any Company, other than unregistered designs and copyrights that, individually and in the aggregate, are not material to the conduct of the business of any Company as presently conducted. The Intellectual Property required to be set forth on Schedule 3.08 is referred to in this Agreement as the "Company Intellectual Property". With respect to all Company Intellectual Property that is registered or subject to an application for registration, Schedule 3.08 sets forth a list of all jurisdictions in which such Company Intellectual Property is registered or registrations applied for and all registration and application numbers. Except as set forth in Schedule 3.08, (i) all the Company Intellectual Property has been duly registered in, filed in or issued by the appropriate

Governmental Entity where such registration, filing or issuance is necessary for the conduct of the business of the Companies as presently conducted, (ii) the Companies are the sole and exclusive owner of, and the Companies have the right to use, execute, reproduce, display, perform, modify, enhance, distribute, prepare derivative works of and sublicense, without payment to any other person, all the Company Intellectual Property and the consummation of the Acquisition and the other transactions contemplated hereby does not and will not conflict with, alter or impair any such rights, and (iii) during the past three years none of Sellers and the Companies has received any written communication from any person asserting any ownership interest in any Company Intellectual Property.

(b) None of Sellers or the Companies has granted any license of any kind relating to any Technology or Company Intellectual Property or the marketing or distribution thereof. None of Sellers or the Companies is bound by or a party to any option, license or similar Contract relating to the Intellectual Property of any other person for the use of such Intellectual Property in the conduct of the business of the Companies, except (i) as set forth in Schedule 3.08, (ii) for so-called "shrink-wrap" license agreements relating to computer software licensed to a Company in the ordinary course of business, (iii) with respect to the Intellectual Property of customers of the Acquired Business licensed to the Companies in the ordinary course of business pursuant to Company Contracts to enable the Acquired Business to manufacture and supply products to such customers and (iv) with respect to the Intellectual Property of the Companies' vendors used by such vendors pursuant to Company Contracts in performing services for the Companies in the ordinary course of business. To the Sellers' knowledge, the conduct of the business of the Companies as presently conducted does not violate, conflict with or infringe the Intellectual Property of any other person. Except as set forth in Schedule 3.08, (i) no claims are pending or, to the knowledge of Sellers, threatened, against any Company by any person with respect to the ownership, validity, enforceability, effectiveness or use in the business of the Companies of any Intellectual Property and (ii) during the past three years none of Sellers and the Companies has received any written or oral communication alleging that any Company violated any rights relating to Intellectual Property of any person.

(c) To the Sellers' knowledge, all material Technology has been maintained in confidence in accordance with protection procedures customarily used in the industry to

protect rights of like importance. All (i) former and current members of management of the Companies, (ii) personnel of the Companies, including all former and current employees, agents, consultants and independent contractors who have contributed to or participated in the conception and development of material Technology and (iii) Personnel have entered into an agreement with the Company relating to the Technology in substantially the form attached to Schedule 3.08(c). Schedule 3.08(c) sets forth all current employees of any Company that earn, or have earned, a base salary of at least \$50,000 per year or are employed at, or were formerly employed at, a supervisory level or above by any Company (collectively, "Personnel"). No former or current employee, agent, consultant or independent contractor has any claim against any Seller or any Company in connection with such person's involvement in the conception and development of any Technology and no such claim has been asserted or, to the Sellers' knowledge, is threatened. None of the current officers and employees of the Companies has any patents issued or applications pending for any device, process, design or invention of any kind now used by a Company, which patents or applications have not been assigned to a Company with such assignment duly recorded in the United States Patent and Trademark Office.

SECTION 3.09. Contracts. (a) Except as set forth in Schedule 3.09, none of the Companies is a party to or bound by any:

(i) employment or other individual agreement or contract, or amendment thereto;

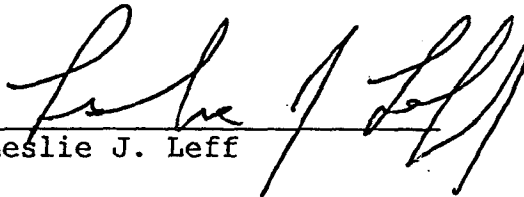
(ii) collective bargaining agreement or other contract with any labor organization, union or association, or amendment thereto;

(iii) covenant not to compete or other covenant restricting the development, manufacture, marketing or distribution of the products and services of any Company;

(iv) Contract (other than this Agreement) with (A) any Seller or any affiliate of any Seller or (B) any current or former officer, director or employee of a Company, any Seller or any affiliate of any Seller (other than employment agreements covered by clause (i) above);

(v) lease, sublease or similar Contract with any person under which a Company is a lessor or sublessor of, or makes available for use to any person, (A) any Company

IN WITNESS WHEREOF, Sellers and Purchaser have
duly executed this Agreement as of the date first written
above.



Leslie J. Leff

Ronnie H. Leff

The Richard M. Leff 10-year Grantor
Retained Annuity Trust

By: _____
Richard M. Leff, Trustee

The Richard M. Leff 12-year Grantor
Retained Annuity Trust

By: _____
Richard M. Leff, Trustee

The Lorraine T. Leff 10-year Grantor
Retained Annuity Trust

By: _____
Lorraine T. Leff, Trustee

The Lorraine T. Leff 12-year Grantor
Retained Annuity Trust

By: _____
Lorraine T. Leff, Trustee

TRADEMARK

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IN WITNESS WHEREOF, Sellers and Purchaser have
duly executed this Agreement as of the date first written
above.

Leslie J. Leff

Ronnie H. Leff
Ronnie H. Leff

The Richard M. Leff 10-year Grantor
Retained Annuity Trust

By: Richard M. Leff
Richard M. Leff, Trustee

The Richard M. Leff 12-year Grantor
Retained Annuity Trust

By: Richard M. Leff
Richard M. Leff, Trustee

The Lorraine T. Leff 10-year Grantor
Retained Annuity Trust

By: Lorraine T. Leff
Lorraine T. Leff, Trustee

The Lorraine T. Leff 12-year Grantor
Retained Annuity Trust

By: Lorraine T. Leff
Lorraine T. Leff, Trustee

TRADEMARK

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J.W.S. Delavau Co., Inc.

By: Ronnie H. Zell
Name: RONNIE H. ZELL
Title: Co-President

L & R Realty Associates, Inc.

By: Ronnie H. Zell
Name: RONNIE H. ZELL
Title: Co-President

AccuCorp, Inc.

By: Ronnie H. Zell
Name: RONNIE H. ZELL
Title: Co-President

LR Pharmaceuticals, L.P.

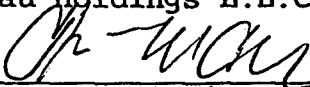
By: LR Pharmaceuticals, LLC
Its: General Partner

By: Ronnie H. Zell
Name: RONNIE H. ZELL
Member


TRADEMARK

REEL: 003314 FRAME: 0088

Delavau Holdings L.L.C.

By: 
Name: Christopher Minnetiah
Title: President

Solely with respect to Section 5.06,
Delavan Investments L.L.C.,

By: 
Name: Christopher Minnetiah
Title: President

TRADEMARK

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Schedule 3.08
Intellectual Property

Section 3.08(a) Company Intellectual Property

Trade Names

1. Delavau
2. The Delavau Group
3. L&R Realty Associates
4. L & R Realty Associates
5. AccuCorp Packaging, Inc. (former entity name of AccuCorp, Inc.)
6. Accucorp, Inc.

Trademark Information

<u>Trademark/Service</u> <u>Mark Trade Name</u>	<u>Registered Owner</u>	<u>Registration</u> <u>No.</u>	<u>Country</u>	<u>Registration Date</u>
1. CHOLESTERLO	LR Pharmaceuticals, L.P.	2,491,947	U.S.A.	9/25/01
2. DELAVAU	AccuCorp, Inc.	2,447,614	U.S.A.	5/1/01

Patent Information

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>
App. No. 09/912,346	U.S.A.	7/25/01	n/a	Chewable phytosterol composition and method for producing the composition

Section 3.08(b) Pending / Threatened Claims

None.