

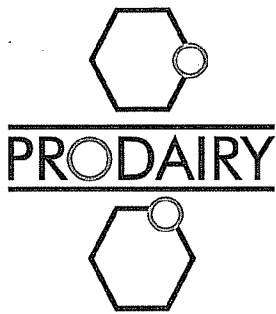
TRADEMARK ASSIGNMENT

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
INALCO S.p.A.		01/16/2006	CORPORATION: ITALY
RECEIVING PARTY DATA			
Name:	PRODAIRY LTD.		
Street Address:	88-96 Market Street West		
City:	Preston, Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	PR1 2EU		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2439494	KRISTALOSE	
CORRESPONDENCE DATA			
Fax Number:	(212)949-9190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129499022		
Email:	LBAILEY@LAWABEL.COM		
Correspondent Name:	VICTOR M. TANNENBAUM		
Address Line 1:	666 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
DOMESTIC REPRESENTATIVE			
Name:	Abelman Frayne and Schwab		
Address Line 1:	666 Third Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	VICTOR M. TANNENBAUM		

CH \$40.00 2439494

Signature:	/VMT/
Date:	11/29/2006
Total Attachments: 3 source=Prodairy-Inalco Asgmt#page1.tif source=Prodairy-Inalco Asgmt#page2.tif source=Prodairy-Inalco Asgmt#page3.tif	



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Beech House, Harris Knowledge Park
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Lancashire. PR2 9AB. UK
Phone: +44 (0)1772 469566
Fax: +44 (0)1772 490825
E-mail: sales@prodairy.co.uk

RECEIVED

NOV 21 2006

ABELMAN, FRAYNE & SCHWAB

REVOCAATION

AND

NEW POWER OF ATTORNEY

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Abelman, Frayne & Schwab, whose postal address is 666 Third Avenue, New York, New York, U.S.A. is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation.


LAWRENCE E ABELMAN
JEFFREY A SCHWAB
NORMAN S BETER
VICTOR M TANNEBAUM
PETER J LYNFIELD


ALAN J HARTNICK
CARIDAD PINEIRO SCORDATO
JULIANNE ABELMAN
JONATHON W GUMPORT
MARSHA G AJHAR

members of the Bar of the State of New York, whose address is

ABELMAN, FRAYNE & SCHWAB
666 Third Avenue
New York, New York 10017 U.S.A.

to transact business in the Patent and Trademark Office in connection with our trademarks, applications therefore, and registrations which have or will issue thereon.

By 
Simon D Harris

By 
Andrew J Mitchell

Date: 16/6/06

Date: 16/11/06

EXHIBIT A
TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of , 2006, ^{JANUARY 16,} by and between INALCO S.p.A., a corporation organized and existing under the laws of Italy, with its principal place of business at Via Calabiana, 18, Milano, Italy ("Assignor"), and PRODAIRY LTD, a company incorporated under the laws of England and Wales, having its registered offices at 88-96 Market Street West, Preston, Lancashire, PR1 2EU, legally represented by its directors, Mr. Andrew Mitchell and Mr. Simon Harris, Company Registration Number 4281285 ("Buyer"). ("Assignee"). Assignor and Assignee are sometimes referred to collectively herein as the "Parties" and individually as a "Party".

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing a Trademark Purchase and Assignment Agreement to which this Assignment is referenced and attached;

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States Registered Trademark KRISTALOSE, Registration No. 2,439,494 (the "Trademark" or "Registration") except for the rights pertaining to the Exclusive License granted to Cumberland Pharmaceuticals Inc., Tennessee USA; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark except for the Exclusive License.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.


Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the Registration to Assignee as assignee of Assignor's entire right, title and interest therein except for the Exclusive License. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR:

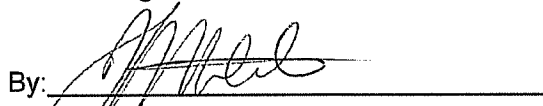
**INALCO S.p.A.,
a corporation organized and existing
under the laws of Italy**

By: 
Print Name: GIORGIO CIPOLLETTI


Title: MANAGING DIRECTOR

ASSIGNEE:

**PRODAIRY LTD
a corporation organized and existing under the
laws of England**

By: 
Print Name: A.J. MILTON

Title: DIRECTOR

By: 
Print Name: S D HARRIS

Title: DIRECTOR