

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PHARMAPHIL INC.		01/16/2007	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	3193512 NOVA SCOTIA COMPANY
<b>Street Address:</b>	3190 Devon Drive
<b>City:</b>	Windsor, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	N8X 4L2
<b>Entity Type:</b>	unlimited liability company:

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1527710	PHARMAPHIL
Registration Number:	2636848	AROMACAPS
Registration Number:	3017308	UNI-LOCK

**CORRESPONDENCE DATA**

Fax Number: (717)237-5300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 717-232-8000  
 Email: trademarks@mwn.com  
 Correspondent Name: Holly J. Lawrence  
 Address Line 1: 100 Pine Street, P.O. Box 1166  
 Address Line 4: Harrisburg, PENNSYLVANIA 17108-1166

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:

CH \$90.00 1527710

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Holly J. Lawrence

Signature:

/Holly J. Lawrence/

Date:

09/14/2007

Total Attachments: 6

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**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** dated the 16<sup>th</sup> day of January, 2007.

**BETWEEN:**

**PHARMAPHIL INC.**, a corporation existing under the laws of Ontario  
(the "Assignor"),

- and -

**3193512 NOVA SCOTIA COMPANY**, an unlimited liability company  
existing under the laws of Nova Scotia

(the "Assignee", together with the Assignor each a "Party", and collectively  
the "Parties").

**RECITALS:**

**WHEREAS** the Assignor, Vancho Cirovski, David Kirby, John Mikhail and the Assignee have entered into an Asset Purchase Agreement dated as of December 29, 2006 (the "Asset Purchase Agreement"), pursuant to which the Assignor has agreed to sell and the Assignee has agreed to purchase the two-piece hard shell capsule manufacturing, marketing and sales business (the "Business") and certain of the assets of the Assignor, including without limitation all the right, title, benefit and interest of the Assignee in and to all registered and unregistered trademarks and other intellectual property owned by the Assignor;

**AND WHEREAS** the Assignor is the owner of the registered trade-marks more particularly described on Schedule "A" attached hereto and the common law trade-marks more particularly described on Schedule "B" attached hereto;

**NOW THEREFORE** in consideration of the premises and mutual agreements hereinafter set out and of other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

**ARTICLE I  
ASSIGNMENT**

**1.1 Assignment of Trademark**

The Assignor confirms that the Assignor has assigned and transferred and by these presents does assign and transfer unto the Assignee, its successors and assigns, all of the right, title, benefit and interest of the Assignor in and to the trade-marks listed on Schedules A and B and all right, title, benefit and interest of the Assignor in all other unregistered trade-marks and trade or brand names enjoyed or owned by, or licensed to the Assignor used in connection with the Business

(collectively the "Trade-marks"), together with all right of action resulting from any adverse use of the Trade-marks or any confusingly similar trade-marks prior to the date of this Agreement, and the right to claim such relief as is appropriate, together with the goodwill of the business carried on in association with the said Trade-marks, the same to be held by the Assignee, its successors and assigns as fully and effectually as they would have been held by the Assignor had this Agreement and the Asset Purchase Agreement not been made.

**2.2 Registration of Assignment**

The Assignor agrees that, at the request and expense of the Assignee, the Assignor will execute and deliver to the Assignee such further documents as may be reasonably necessary or desirable to allow the Assignee to record this assignment and to protect and enforce its rights in the Trade-marks.

**ARTICLE II  
MISCELLANEOUS**

**2.1 Further Assurances**

Each Party shall from time to time execute and deliver or cause to be executed and delivered all such further documents and instruments and do or cause to be done all further acts and things as the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Trademark Assignment Agreement.

**2.2 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS OF WHICH, the Parties have executed this Agreement.

EXECUTED before me at the City )  
of Windsor, in the Province of )  
Ontario on the 12 day of January 2007. )

[Signature] )  
Notary Public in and for the Province of )  
Ontario )

**PHARMAPHIL INC**  
[Signature]  
Name: Vancho Cirovski  
Title: Co-Chief Executive Officer and Vice-President, Operations and Human Resources

EXECUTED before me at the City )  
of \_\_\_\_\_, in the \_\_\_\_\_ of )  
\_\_\_\_\_ on the \_\_\_\_\_ day )  
of January 2007. )

\_\_\_\_\_  
Notary Public in and for the )

**3193512 NOVA SCOTIA COMPANY**  
\_\_\_\_\_  
Name: Herbert L. Hugill  
Title: President

IN WITNESS OF WHICH, the Parties have executed this Agreement.

EXECUTED before me at the City )  
of \_\_\_\_\_, in the Province of )  
Ontario on the \_\_\_\_ day of January 2007. )

**PHARMAPHIL INC.**

\_\_\_\_\_  
Name: Vancho Cirovski  
Title: Co-Chief Executive Officer and Vice-  
President, Operations and Human Resources

\_\_\_\_\_  
Notary Public in and for the Province of )  
Ontario )  
)

EXECUTED before me at the City )  
of Whitsett in the state of )  
North Carolina on the 12<sup>th</sup> day )  
of January 2007. )

**3193512 NOVA SCOTIA COMPANY**

\_\_\_\_\_  
Name: Herbert L. Hugill  
Title: President

Shirley S. Raeney  
Notary Public in and for the )  
)

**Schedule "A"**

**Registered Trade-marks**

<u>Trademark</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Current Owner/Applicant</u>
Pharmaphil	Registered	USA	1527710	Pharmaphil
Pharmaphil	Registered	Mexico	847852	Pharmaphil
Pharmaphil	Registered	Canada	650366	Pharmaphil
Aromacaps	Registered	Mexico	721571	Pharmaphil
Aromacaps	Registered	USA	2636848	Pharmaphil
Aromacaps	Registered	Canada	593342	Pharmaphil
Lox-It	Registered	Canada	158,093	Pharmaphil
Unilock	Registered	Canada	556,240	Pharmaphil
Unilock	Registered	Mexico	649722	Pharmaphil
Unilock	Registered	USA	3017308	Pharmaphil

**Schedule "B"**

**Common Law Trade-marks**

**Canada**

	<b>Trademark</b>	<b>Status</b>
<b>1.</b>	J LOCK	Common Law Mark

**United States**

	<b>Trademark</b>	<b>Status</b>
<b>1.</b>	J LOCK	Common Law Mark
<b>2.</b>	LOX-IT	Common Law Mark