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To the Honorable Commissioner of Patents and Tra

16 November 1998
Attorney Docket No. 2750-73

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PG Holdings, Inc.

2. Name and address of receiving party(ies):

**Pharmagraphics (Midwest), L.L.C.
800 Hilltop Drive
Itasca, Illinois 60143**

Additional name(s) of conveying party(ies) attached? ___ Yes X No

3. Nature of conveyance:

X Assignment **Document ID No. 100918686**

- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: **6 November 1998**

Additional name(s) & address(es) attached? ___ Yes X No

4. Application Serial No. 08/803,945 Patent No.

If this document is being filed together with a new application, the execution date of the application is: _____

Additional numbers attached? ___ Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

David D. Beatty
Myers Bigel Sibley & Sajovec
P. O. Box 37428
Raleigh NC 27627

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- X Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

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9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David D. Beatty

Signature

29 March 1999

Name of Person Signing

Date

Total number of pages including cover sheet, attachments and document: 4

ASSIGNMENT

WHEREAS, PG HOLDINGS, INC., a corporation duly organized and existing under the laws of the State of Illinois and having a principal place of business at Greensboro, North Carolina (hereinafter referred to as "ASSIGNOR"), is the sole and exclusive owner by assignment of the entire right, title and interest in and to United States Patent Application No 08/803,945, filed 21 February 1997 and in any Letters Patent or patent applications of foreign countries that may have been or may be granted on said invention or improvement, and any divisions, renewals, reissues, continuations and extensions thereof, (hereinafter referred to collectively as the "Patent Rights"); and

WHEREAS, PHARMAGRAPHICS (MIDWEST), L.L.C., a Delaware limited liability company, having a place of business at 800 Hilltop Drive, Itasca, Illinois 60143, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title, and interest in and to the Patent Rights.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title, and interest in and to said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, and any Letters Patent thereon or reissues thereof which may be granted therefor or thereon, including all foreign countries, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment and sale had not been made; together with all claims for damages or otherwise by reason of past infringement of said Patent rights, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

ASSIGNOR hereby covenants and agrees that it will execute or cause to be executed and delivered to ASSIGNEE promptly after the effective date hereof, any and all proper deeds, assignments or other documents which ASSIGNEE may submit to ASSIGNOR as necessary or desirable to vest in ASSIGNEE all of the entire right, title and interest in and to said Patent Rights.

ASSIGNOR agrees that this Assignment shall be binding upon its successors, assigns and legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has signed and sealed this Assignment this 6th day of November, 1998.

PG HOLDINGS, INC.,

By: Carl W. Treleven (CWT)
Carl W. Treleven,
President

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF GUILFORD)

This is to certify that CARL W. TRELEAVEN, President of PG HOLDINGS, INC., personally known to me to be the same person whose name is subscribed to this document, appeared before me, a notary public, this 6th day of November, 1998, and expressly acknowledged to me the execution of said document as his free and voluntary act, receipt of consideration as recited therein, and that he understood the document and intended to be legally bound by the same.



Notary Public

My Commission Expires:
MY COMMISSION EXPIRES
JULY 2, 2002
