| PAT | TENTS ONLY | | | PATENTS ONLY | | | | | |
|-------------------|--|---|-----------------------|--------------------------|--|--|--|--|--|
| $ _{\mathcal{N}}$ | IVD | 1276746 | oner or | | | | | | |
| 2 | Please record the a | ttached original docur | nent or copy thereof | | | | | | |
| 1. | Name of Party(ies) conveying an interest: ARMOUR PHARMACEUTICAL COMPANY | 2. Name and Addi APC HOLDINGS II 500 Arcola Road Collegeville, PA 19 | | eiving arrinterest: | | | | | |
| | Additional name(s) of Parties attached? No | Additional name(s) a of Parties attached? | | 89 180 180 | | | | | |
| 3. | Description of interest conveyed: | | | | | | | | |
| | [XX] Assignment [] Change of Name | | | | | | | | |
| | [] Security Agreement | [] Merger | | | | | | | |
| | Other | Execution | Date: July 1, 1995 | | | | | | |
| 4. | Application number(s) or patent num Additional numbers attached? No If this document is being filed togeth is: A. Patent Application No.(s) 08/101,175 08/465,867 | · · | tion, the execution o | late of the application | | | | | |
| 5. | Name and addresses of party to whom correspondence concerning | 6. Number of app | lications and patents | involved: 2 | | | | | |
| : | documents should be mailed: Ronald G. Ort, Esquire Synnestvedt & Lechner 2600 Aramark Tower 1101 Market Street Philadelphia, PA 19107 | 7. Total Fee (37 (| C.F.R. §3.41): \$40. | .00 | | | | | |
| | | Enclosed: <u>Yes</u> Authorized to b | \ - | 395) | | | | | |
| | | 8. Deposit account (Attach duplica deposit account | te copy of this form | if paying by | | | | | |
| | DO NOT USE THIS SPACE | | | | | | | | |
| 9. | I declare under penalty of perjury untrue and correct. Date: Felo. 1, 2000 | Ronald G. Ort Registration No. | 165 | ca that the foregoing is | | | | | |
| | Total number of pages including cover sheet, attachments, and document:4 | | | | | | | | |
| | | | | | | | | | |

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ASSIGNMENT

This instrument, effective as of July 1, 1995, is made by and between Armour Pharmaceutical Company, a Delaware corporation ("Assignor") and APC Holdings Inc., a Delaware limited liability company ("Assignee").

- 1. <u>Assignment.</u> As a contribution of capital to Assignee, the Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of the Assignor's and its affiliates' entire right, title and interest in and to each of the following with respect to the products identified on Schedule A hereto (the "Products"):
- (a) All trademarks and all other names and slogans specified on Schedule B hereto, together with all of the rights to apply for, in the name of the Assignee or otherwise as may be appropriate and as may be elected by the Assignee, and to obtain and hold registrations of the same, and renewals and extensions thereof, world-wide (the "Trademarks");
- (b) All patents specified on Schedule C hereto, together with all of the rights to obtain and hold any continuations, continuations-in-part, divisions, reexaminations, reissues or extensions thereof, worldwide (hereinafter "the Patents");
- (c) All trade dress, advertising and promotional materials which relate to the marketing of the Products worldwide;
 - (d) All copyrights related to any of the foregoing;
 - (e) All goodwill related to the Products;
- (f) All technical knowledge, trade secrets, proprietary rights, formulae, manufacturing and marketing techniques and procedures, analytical methodology, processes, whether patented or unpatented, clinical, stability, bioavailability, toxicological and other data and information, and other information possessed by Assignor or its affiliates or which Assignor or its affiliates has the right to use with respect to the Products (collectively, the "Know-How"), together with all documents, written descriptions, written procedures, batch records, laboratory notebooks, drawings, specifications, and all other tangible manifestations of such Know-How;
- (g) All claims, demands and causes of action of whatsoever nature which the Assignor and its affiliates now have with respect to the Trademarks, Patents, trade dress, copyrights, goodwill and/or Know-How set forth above and all right to sue thereon and to recover thereon, including without limitation, all causes of action for, and all rights to sue for and to recover and retain damages and profits for, past, present or future infringement thereof.
- 2. <u>Further Assurances.</u> Assignor shall perform all such other actions and shall execute, acknowledge, and deliver all such assignments, transfers, consents, and other documents as Assignee or its counsel reasonable request to vest more fully in Assignee, and perfect Assignee's right to and interest in, and enjoyment of, the

PATENT REEL: 010563 FRAME: 0882 Trademarks and other assets assigned, transferred, sold, delivered, and conveyed by this Instrument.

- 3. <u>Parties in Interest</u>. This Instrument shall inure to the benefit of the Assignee and its successors, assigns and legal representatives, and shall be binding upon the Assignor and its successors, assigns and legal representatives.
- 4. <u>Governing Law.</u> This Instrument shall be construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without reference to its principles of conflicts of law.

IN WITNESS WHEREOF, Assignor has duly executed this Instrument and caused it to be acknowledged on the date first above written.

Armour Pharmaceutical Company

By: Gary C. Floyd

Title: Vice President & General Manager,

The Americas

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| 00/00/90 | 00/00/05 | | 08/03/83 | 20/00/03 | Date | Filing |
| | 00/00/00 | | 00,00,00 | | Grant Date | lssue/ |

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RECORDED: 02/03/2000