

MRP
7/20/00

08-16-2000

Docket No. 2303-0003



ET

To the Honorable Commissioner of Patent a

101434085

original documents or copy thereof.

1. Name of conveying party(ies): LOTUS BIOCHEMICAL CORPORATION

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Name: LOTUS SPINCO CORPORATION

Street Address: 7335 Lee Highway

City Radford State Virginia ZIP 24141

Additional name(s) & addresses(es) attached? ☐ Yes ☒ No

3. Name of Conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other BILL OF SALE

Execution Date: September 11, 1996

4. Application number(s) or patent number(s):

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

Title:

A: Patent Application No.

B: Patent No.(s) 5,910,569 and 5,767,227

Additional numbers attached? ☐ Yes ☒ No

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

Name: NIXON PEABODY LLP

Street Address: 8180 Greensboro Drive, Suite 800

City: McLean State: Virginia ZIP 22102

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41):\$ 80.00

☒ Enclosed
☐ Authorized to be charged to deposit account
☒ Authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. 19-2380.

8. Deposit Account Number: 19-2380

(Attach duplicate copy of this page if paying by deposit account)

08/15/2000 DNGUYEN 00000211 5910569

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.

William J. Healey

Name of Person Signing

[Signature]
Signature

7-18-00
Date

Total number of pages comprising cover sheet, attachments and document: 6

PATENT
REEL: 010984 FRAME: 0403

BILL OF SALE

This BILL OF SALE ("Bill of Sale") is made as of the 11th day of September, 1996 between LOTUS BIOCHEMICAL CORPORATION, a Virginia Corporation ("Seller") and LOTUS SPINCO CORPORATION, a Virginia corporation ("Buyer").

RECITALS

A. Seller, certain affiliates of Buyer and certain other parties have entered into a Securities Purchase Agreement (the "Agreement") dated as of September 11, 1996. Terms used in this Bill of Sale shall have the same meaning as they have in the Agreement unless the context provides otherwise.

A. For and in consideration of the liabilities assumed by the Buyer pursuant to the Instrument of Assumption of Liabilities of even date herewith, the Seller has agreed to convey to Buyer the assets described herein.

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Seller hereby sells, grants transfers, conveys, assigns and delivers to Buyer the following listed assets, all of which are a part of the Purchased Assets and are referred to collectively in this Bill of Sale as the "Purchased Assets". Each enumerated transfer shall become effective only upon receipt of all necessary consents, approvals and authorizations. With respect to any particular transfer, if any such consent, approval or authorization is withheld, the parties agree to adopt a structure other than assignment which will shift the

economic benefits, risks and costs of that particular transfer from Seller to Buyer.

“Purchased Assets” means collectively:

(ii) all of Seller’s right, title and interest in and under the Trademark

Agreement dated as of April 8, 1992 between Fisons BV and Lotus Biochemical Corporation, including any rights it may have in New Drug Application No. 16-987 issued by the U.S. Food and Drug Administration for the drug Adapin;

(ii) all of Seller’s right, title and interest in, to and under the Ergomar

Agreement dated as of January 1, 1993 between Fisons Corporation and Lotus Biochemical Corporation, including its rights to the registered trademark “Ergomar” (U.S. Reg. No. 681,389), the goodwill associated therewith and the Abbreviated New Drug Application No. 87-693 issued by the U.S. Food and Drug Administration;

(iii) all of its right, title and interest in, to and under the Asset Purchase and

Trademark Assignment Agreement dated as of December 14, 1994 between Merck & Co., Inc. and Lotus Biochemical Corporation, as amended December 14, 1994 and December 22, 1994, including the registered trademark “Triavil” (U.S. Reg. No. 758,724), the goodwill associated therewith, and the New Drug Application No. 14-715 issued by the U.S. Food and Drug Administration;

(iv) all of its right, title and interest in and under the Technology and

Trademark Transfer Agreement dated as of June 15, 1995 between Technology Resources Incorporated and Lotus Biochemical Corporation;

(v) all of its right, title and interest in and to any data, information or

intellectual property rights related to the product known as Reverse T-3, an antagonist which

blocks the action of T4 and normal T3, more particularly described as (3, 3', 5'-Triodon-L-Phyronine);

(vi) all of its right, title and interest in and under an Agreement, dated December 11, 1992, between Kabi Pharmacia AB and Seller;

(vii) all of its right, title and interest in and under a Packaging and Supply Agreement, dated January 5, 1996, between Reed-Lane, Inc. and the Seller;

(viii) all of its right, title and interest in and under a Memorandum of Understanding, dated July 17, 1995, between Seller and King Pharmaceuticals, Inc.;

(ix) all of its right, title and interest in, to and under the Proferdex New Drug Application No. 17-807 issued by the U.S. Food and Drug Administration; and

(x) all of its right, title and interest in and to the trade name "Lotus Biochemical Corporation".

Seller hereby authorizes Buyer, in the name of Seller but on behalf of Buyer, to demand and receive any and all of the Purchased Assets, and to give receipts and releases for and in respect of the same, or any part thereof, and, from time to time, to institute and prosecute in Seller's name, for the benefit of Buyer, any and all proceedings at law, in equity or otherwise, which Buyer may deem proper for the collection or reduction to possession of any of the Purchased Assets or for the collection and enforcement of any claim or right of any kind, sold, conveyed, transferred or assigned, or intended so to be, by this Bill of Sale, and to perform such acts and do such things with respect to the Purchased Assets as Buyer shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable.

Seller further authorizes Buyer to receive and open all mail, telegrams and other communications and packages, addressed to Seller, or to any of its officers and to retain the same insofar as the contents thereof relates to the Purchased Assets, but any such mail, telegrams, other communications or packages not relating to the Purchased Assets shall be forwarded with reasonable dispatch to Seller at the address set forth in the Agreement.

The foregoing shall constitute full authorization to the postal authorities, all telegraph and express companies, and all other persons to make delivery of such items to Buyer.

Seller hereby agrees that, from time to time after the delivery of this Bill of Sale, it will, at the request of Buyer and without further consideration, promptly take such further action and execute and delivery such additional assignments, bills of sale, consents or other similar instruments as Buyer may reasonably deem necessary to complete the transfer of the title or possession of the Purchased Assets to, or vest them in, Buyer.

Notwithstanding any of the provisions of the foregoing, this instrument shall not constitute an assignment to Buyer of any claim, contract, license, lease, commitment, sales order or purchase order if an attempted assignment of the same without the consent of another party thereto would constitute a breach thereof.

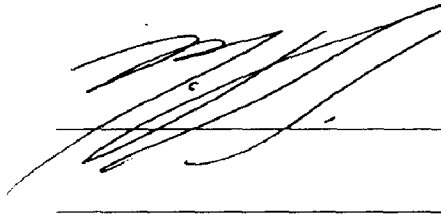
Except as is set forth in Paragraph 7 below, nothing in this instrument, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than Buyer any remedy or claim.

The provisions of this Bill of Sale, which are intended to be binding upon Seller, its successors and assigns, and are for the benefit of Buyer, its successors and assigns, and all rights hereby granted Buyer, including the right to act for Seller, may be exercised by Buyer, its successors or assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed by its President and its corporate seal to be affixed hereto and attested by its Secretary on the date first above written.

LOTUS BIOCHEMICAL CORPORATION

By



Vice President