

09-01-1999

FORM PTO-1594
(Rev. 6/93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MPO
8-26-99

REC



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TRADEMARKS ONLY

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Attorney Docket No. 032058-050

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

American Home Products Corporation

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership

Other: _____

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: _____

Execution Date: March 19, 1999

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

Name: K-V Pharmaceutical Company

Address: 2503 South Hanley

St. Louis, Missouri 63144

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - DELAWARE
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,123,580

Additional numbers attached? Yes No

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

Name: Bassam N. Ibrahim, Esq.

Address: Burns, Doane, Swecker & Mathis, L.L.P.

Post Office Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 1 (one)

7. Total fee (37 CFR 3.41): \$ 40

Enclosed

Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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

DO NOT USE THIS SPACE

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.

Bassam N. Ibrahim

Name of Person Signing

Signature

8/26/99

Date

08/31/1999 DMGUYEN 00000285 1123580

Total number of pages including cover sheet, attachments, and document: 5

01 FC:481

40.00 DP

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of March 19th, 1999 by AMERICAN HOME PRODUCTS CORPORATION, a Delaware corporation, with its principal place of business at Five Giralda Farms, Madison, New Jersey 07940, U.S.A. ("Assignor") to K-V PHARMACEUTICAL COMPANY, a Delaware corporation, with its principal place of business at 2503 South Hanley, St. Louis, MO 63144, U.S.A. ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of February 11, 1999 between the parties hereto, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks and trademark registrations set forth on Exhibit A hereto (the "Trademarks"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.

2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

