09-01-1999

FORM PTO-1594 (Rev. 6/93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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XXV 7/ IRADEN	Attorney Docket No. 032058-0
To the Honorable Commissioner of Patenta and Pragemark	cs. Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
American Home Products Corporation Au6 2 6 1999	Name: K-V Pharmaceutical Company
Z. at S	Address: 2503 South Hanley
[] Individual(s) [] Association RADEMART	
[] General Partnership [] Limited Partnership [X] Corporation	St. Louis, Missouri 63144
Other:	
Additional name(s) of conveying party(ies) attached? [] Yes [X] No	[] Individual(s)
3. Nature of conveyance:	[] Association [] General Partnership
·	[] Limited Partnership
[X] Assignment [] Merger [] Security Agreement [] Change of Name	[X] Corporation - DELAWARE [] Other:
Other:	If assignee is not domiciled in the United States, a domestic
	representative designation is attached: [] Yes []
Execution Date: March 19, 1999	(Designation must be a separate document from Assignment)
	Additional name(s) & address(es) attached? [] Yes [X]
4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1,123,580
Additional numbers atta	ached? [] Yes [X] No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: 1 (on
Name: Bassam N. Ibrahim, Esq.	
Address: Burns, Doane, Swecker & Mathis, L.L.P.	7. Total fee (37 CFR 3.41): \$ 40
Post Office Box 1404	[X] Enclosed
Alexandria, Virginia 22313-1404	[X] Authorized to be charged to deposit account, if necessary
	8. Deposit account number:
	(Attach duplicate copy of this page if paying by deposit account)
DO NOT U	SE THIS SPACE
 Statement and signature. To the best of my knowledge and belief, the foregoing information is true 	and correct and any ottached copy is a true copy of the original document.
	02/99
Bassam N. Ibrahim Name of Person Signing	Signature Date
1999 DNGUYEN 00000285 1123580	Total number of pages including cover sheet, attachments, and document:
481 40.00 DP	and document

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. <u>Assignment</u>. 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. <u>Title</u>. 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 is 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. <u>Cooperation</u>. 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.

TRADEMARK REEL: 001951 FRAME: 0803

5. <u>Binding Effect</u> . The terms, co	ovenants and provisions of this Assignment shall inure to		
the benefit of Assignee, its successors and other legal representatives, and shall be binding upon			
Assignor, its successors, assigns and other legal representatives.			
	AMERICAN HOME PRODUCTS CORPORATION By: Title: Vica OPresident and Associate General Council "Assignor"		
	K-V PHARMACEUTICAL COMPANY		
	By:		
	"Assignee"		
STATE OF New Jersey) COUNTY OF Movis)			
On this 19th day of March, 1999, before me <u>Claire Brueno</u> , a Notary Public in and for said state, personally appeared <u>Faon E Berg</u> known to me to be the person who executed the within instrument on behalf of Assignor and acknowledged to me that he executed the same for the purposes therein stated.			
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.			
County and county and any and gone a	Claire Brueno		
My Commission Expires:	Notary Public CLAIRE BRUENO Notary Public, State of Navy Towns No. 2010245 Commission Expires April 3, 2001		
STATE OF	Commission Expires April 3, 2001		
COUNTY OF)			
On this day of March, 1999, be and for said state, personally appeared executed the within instrument on behalf of a same for the purposes therein stated.	known to me to be the person who Assignee and acknowledged to me that he executed the		
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.			
	Notary Public		
My Commission Expires:			

TRADEMARK REEL: 001951 FRAME: 0804

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to	
he benefit of Assignee, its successors and other legal representatives, and shall be binding upon	
Assignor, its successors, assigns and other legal representatives.	
AMERICAN HOME PRODUCTS CORPORATION	
By:	
"Assignor"	
By: Title:	
"Assignee"	
STATE OF	
COUNTY OF)	
On this day of March, 1999, before me, a Notary Public in and for said state, personally appeared known to me to be the person who executed the within instrument on behalf of Assignor and acknowledged to me that he executed the same for the purposes therein stated.	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.	
Notary Public	
My Commission Expires:	
STATE OF MO) SS. COUNTY OF MONIES)	
On this 19th day of March, 1999, before me SARA JEAN DAGNE a Notary Public in and for said state, personally appeared ALAN & Johnson known to me to be the person who executed the within instrument on behalf of Assignee and acknowledged to me that he executed the same for the purposes therein stated.	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.	
Notary Public	

My Commission Expires: 2-1-2002

SARA JEAN DAGNE NOTARY PUBLIC, STATE OF MISSOURI MY COMMISSION EXPIRES AUG. 1, 2002 REEL COTOS FRAME: 0805

EXHIBIT A

Country Registration No.

1. Micro K[®] Trademark

 Bahamas
 15754

 Bahrain
 8240

 Barbados
 81/6905

 Bermuda
 22131

 Botswana
 SA/12379

 Canada
 TMA 248172

 Guatemala
 45789

 Kuwait
 13939

Kuwait 13939 Nicaragua 14970 31544 Panama 147270 Paraguay South Africa 82/1739 Spain 1052391 Namibia 83/0864 U.S.A. 1123580 Zimbabwe 931/92

2. Micro-KC1® Trademark

Canada TMA 248173

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TRADEMARK REEL: 001951 FRAME: 0806