

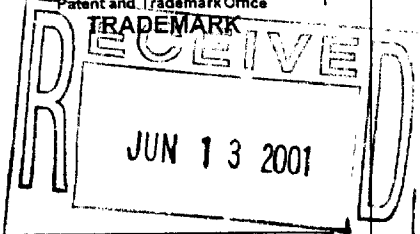
06-22-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



6-1307

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name American Home Products Corporation

12 22 00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name R.P. Scherer Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2705 Scherer Drive

Address (line 2) _____

Address (line 3) St. Petersburg

Florida / U.S.
City State/Country

33716
Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

06/21/2001 LMUELLER 00000065 500256 1538697

01 FC:#81 40.00 CH
02 FC:#82 50.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 002318 FRAME: 0001

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,538,697"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,943,401"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,954,679"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Michael D. Steffensmeier Michael D. Steffensmeier June 11, 2001
 Name of Person Signing Signature Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: AMERICAN HOME PRODUCTS CORPORATION

ASSIGNEE: R. P. SCHERER CORPORATION

THIS ASSIGNMENT, effective as of the 22 day of December, 2000, is made by and between **AMERICAN HOME PRODUCTS CORPORATION**, a Corporation of the State of Delaware with Offices at Five Giralda Farms, Madison, New Jersey 07940, United States of America (“Assignor”), and **R. P. SCHERER CORPORATION** (“Assignee”), a Corporation of the State of Delaware with registered offices at 2725 Scherer Drive, St. Petersburg, Florida 33716 (“Assignee”).

WITNESSETH:

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks and the applications for registration and/or registrations granted in respect thereof, all as set forth on the attached Schedule;

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor’s right, title and interest in and to the trademarks and the registrations and/or the applications for registration therefore together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, along with the right to recover for damages and profits for past infringement thereof;

WHEREAS, Assignee desires to acquire from Assignor all of Assignor’s right, title and interest in and to the trademarks and the registrations and/or the applications for registrations therefor together with the portion of the business to which the trademarks pertain or the goodwill

of the business in connection with which the trademarks are used and which is symbolized by the trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the trademarks and the registrations and/or applications for registration therefor set forth on the attached Schedule, together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used and which is symbolized by said trademarks, along with the right to recover for damages and profits for past infringements thereof.

TO HAVE AND TO HOLD by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had not this transfer and assignment been made.

Assignor covenants and agrees that no assignments; sale, agreement or encumbrance has or will be made or entered into which would conflict with this assignment and sale.

Assignor covenants and agrees that it will cooperate with Assignee and its agents in executing any further instruments prepared by Assignee or its agents at Assignee's expense, and perform any other reasonable acts upon reimbursement therefor by Assignee that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor; all of the foregoing to be at Assignee's expense.

ASSIGNOR:

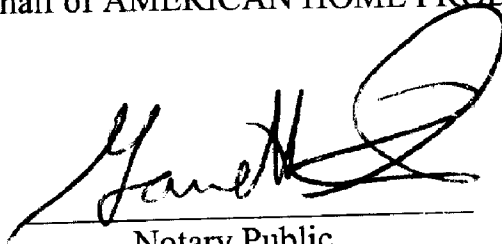
AMERICAN HOME PRODUCTS CORPORATION

By: David M. O'Brien

Title: Senior Vice President

UNITED STATES OF AMERICAN)
)
STATE OF NEW JERSEY)
)
COUNTY OF MORRIS)

On this 22 day of December, 2000, before me appeared David M. O'Brien to me known and know to me to be an authorized representative of AMERICAN HOME PRODUCTS CORPORATION, who executed the foregoing instrument, and he acknowledge to me that he executed the same, with authorization of and on behalf of AMERICAN HOME PRODUCTS CORPORATION.



Notary Public
GARRETT STACKMAN
Notary Public, State of New Jersey
Commission Expires 9-20-2004

SCHEDULE

MASTER FILE REPORT
13DE2000 17 31 PAGE: 1

PCMASTER REPORTER

			BASIC TRADEMARK W/ GOODS				
Trademark		Status	App No	App. Dt	Reg No	Curr St Dt	Expires
Class	OWNER	Docket No.					
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VEGICAPS		Registered	73/617139	28AU1986	1538697	16MY1989	16MY1999
SOLG 1	AHPCOR	143018					
United States							
VEGICAPS		Registered	74/457682	12NO1993	1943401	26DE1995	26DE2005
SOLG 5	AHPCOR	143019					
United States							
VEGICAPS (STYLIZED)		Registered	74/624354	23JA1995	1954679	06FE1996	06FE2006
SOLG 5	AHPCOR	143020					
United States							