

06-09-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Wyeth

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 28, 2003

2. Name and address of receiving party(ies)

Name: Insight Pharmaceuticals Corporation

Internal

Address:

Street Address: 90 New Montgomery St. #712

City: San Francisco State: CA Zip: 94105

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations 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) 0418790, 0940857, 0123606, 1331611

Additional number(s) attached Yes No

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

Name: Perry J. Viscounty, Esq.

Internal Address: Latham & Watkins LLP

Street Address: 650 Town Center Drive, 20th Fl

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Anna T. Kwan

Signature

May 9, 2003

Name of Person Signing

Signature

Date

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

5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002748 FRAME: 0004

# TRADEMARK ASSIGNMENT

**ASSIGNOR: Wyeth**

**ASSIGNEE: Insight Pharmaceuticals Corporation**

**THIS ASSIGNMENT**, effective as of the 28<sup>th</sup> day of April, 2003, is made by and between **Wyeth** a Delaware corporation with offices at Five Giralda Farms, Madison, New Jersey 07940 (“Assignor”), and **Insight Pharmaceuticals Corporation** a Delaware corporation with offices at 90 New Montgomery Street, Suite 712, San Francisco, California 94105 (“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 (the “Trademarks”);

**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 goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with any and all common law rights, rights to sue for and remedies against past, present and future infringements, and rights of priority 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 goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with any and all common law rights,

rights to sue for and remedies against past, present and future infringements, and rights of priority thereof.

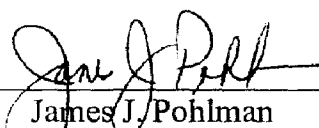
**NOW, THEREFORE**, for one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and the registrations and/or applications for registration therefor set forth on the attached Schedule, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by said Trademarks, along with any and all common law rights, rights to sue for and remedies against past, present and future infringements, and rights of priority thereof. Assignor hereby agrees to execute, notarize and deliver any documents furnished to Assignor and required by the governmental authorities with whom the Trademarks are registered or reasonably requested by Assignee in order to complete the transfer of the Trademarks to Assignee.

**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.

**EXECUTED ON THIS 28<sup>th</sup> DAY OF APRIL, 2003**

**ASSIGNOR:**

**Wyeth**

By:   
\_\_\_\_\_  
James J. Pohlman  
Executive Vice President  
Wyeth Consumer Healthcare Division

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

On this 28<sup>th</sup> day of April, 2003, before me appeared James J. Pohlman to me known and known to me to be an authorized representative of Wyeth, who executed the foregoing instrument, and who acknowledged to me that (s)he executed the same, with authorization of and on behalf Wyeth.



Notary Public

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

SCHEDULE

Trademarks	Country	Reg. Numbers
ANACIN	U.S.A.	418790
ANACIN	U.S.A.	940857
ANACIN	U.S.A.	123606
ANACIN ARROW DEVICE	U.S.A.	1331611
ANACIN	Puerto Rico	22043
ANACIN (word) & Sphinx Head Design	Puerto Rico	3285
ANACIN-3	Puerto Rico	21606