

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wyeth		08/27/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SJ Strategic Investments, LLC
Street Address:	340 Edgemont Avenue
City:	Bristol
State/Country:	TENNESSEE
Postal Code:	37620
Entity Type:	Limited Liability Company: TENNESSEE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	682783	EQUAGESIC
Registration Number:	2463891	SYNALGOS

CORRESPONDENCE DATA	
Fax Number:	(901)577-4257
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(901) 577-2180
Email:	vjohnson@bakerdonelson.com
Correspondent Name:	Valerie Walsh Johnson, Esq.
Address Line 1:	165 Madison Avenue, Suite 2000
Address Line 2:	c/o Baker, Donelson, Bearman, et al.
Address Line 4:	Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER:	2832109-000004
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NAME OF SUBMITTER:	Valerie Walsh Johnson, Esq.
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Total Attachments: 6  
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ASSIGNMENT OF WYETH TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (this "Assignment of Trademarks") is made as of the 27<sup>th</sup> day of August 2004, by and between Wyeth, a Delaware corporation ("Seller"), and SJ Strategic Investments LLC, a Tennessee limited liability company ("Purchaser").

W I T N E S S E T H

**WHEREAS**, Seller and Purchaser, among others, have entered into that certain Asset Purchase Agreement dated as of August 18, 2004 (the "Asset Purchase Agreement"), pursuant to which Seller is selling or causing to be sold to Purchaser the trademarks set forth on Schedule I annexed hereto (the "Trademarks"); and

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, transfer, set over, and deliver to Purchaser all rights, title and interest in and to:

1. the Trademarks free and clear of any liens, encumbrances, licenses or other rights of third parties;
2. the goodwill associated with the use of the Trademarks;
3. all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks; and
4. except as limited hereto and by the Asset Purchase Agreement, all other rights, including common law rights, relating to the Trademarks to the extent such rights exist.

**FURTHERMORE**, Seller will, at the expense of Purchaser (i) execute and deliver such further instruments including, without limitation, further instruments of assignment; and (ii) take such further actions as Purchaser may reasonably request in order to register this Assignment of Trademarks at the appropriate registries and to demonstrate Purchaser's title to the Trademarks.


**FURTHERMORE**, for avoidance of doubt, Purchaser acknowledges and agrees that, except as set forth above, Seller makes no representations or warranties whatsoever with respect to the Trademarks and the other assets and rights described in clauses (2), (3) and (4) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights). Seller hereby disclaims any warranty, express or implied, of merchantability or fitness for any particular purpose as to the Trademarks and the other assets and rights described in clauses (2), (3) and (4) above, all of which are assigned "**AS IS**," "**WHERE IS**" AND "**WITH ALL FAULTS**."

This Assignment of Trademarks is delivered pursuant to the Asset Purchase Agreement and the Order Pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006 Authorizing the Sale of Certain of the Debtor's Assets Free and Clear of All Liens, Claims and Encumbrances to SJ Strategic Investments LLC, dated August 20, 2004 (the "Order"). In the event of any conflict between this Assignment of Trademarks and the Order, the Order shall control.

This Assignment of Trademarks shall be governed by the laws of the State of Delaware, exclusive of its choice of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

**WYETH**

By:   
Name: Timothy T. Slater  
Title: Vice President

**SJ STRATEGIC INVESTMENTS LLC**

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGEMENT

STATE OF New Jersey

COUNTY OF Morris

Before me, the undersigned, a Notary Public of the State of New Jersey  
\_\_\_\_\_ personally appeared T. Slates, having been sworn by me according to law did  
depose and say [he/she] is the [title] of Wyeth and did acknowledge the execution of the  
foregoing on behalf of Wyeth.

WITNESS my hand and Notarial seal this 25th day of August, 2004.

Annette M. Franklin

Notary


ANNETTE M. FRANKLIN  
A Notary Public of New Jersey  
My Commission Expires February 7, 2007

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

**WYETH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SJ STRATEGIC INVESTMENTS LLC**

By:   
Name: Joe Macione  
Title: VP Business Dev.

ACKNOWLEDGEMENT

STATE OF Tennessee

COUNTY OF Sullivan

Before me, the undersigned, a Notary Public of the State of Tennessee personally appeared Joe Macione, having been sworn by me according to law did depose and say [he/she] is the Exec. Vice Pres. of Bus Dev. of SJ Strategic Investments LLC and did acknowledge the execution of the foregoing on behalf of said SJ Strategic Investments LLC.

WITNESS my hand and Notarial seal this 27<sup>th</sup> day of August, 2004.

Emily G. Millwood  
Notary

SCHEDULE I

**TRADEMARKS**

The registered trademarks EQUAGESIC (United States Registration No. 682,783) and SYNALGOS (United States Registration No. 2,463,891).