

Form PTO-1594  
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Bristol-Myers Squibb Company

- 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: March 28, 2002

2. Name and address of receiving party(ies)

Name: Galen (Chemicals) Limited

Internal Unit 10

Address: Ardee Business Park

Street Address: Hale Street Ardee

City: Co. Louth State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

1,080,176

1,362,813

Additional number(s) attached  Yes  No

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

Name: James M. Gibson

Internal Address: \_\_\_\_\_

Fitzpatrick,  
Street Address: Cella, Harper & Scinto  
30 Rockefeller Plaza

City: New York State: NY Zip: 10112

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-1205

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

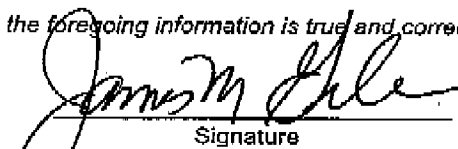
DO NOT USE THIS SPACE

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.

James M. Gibson

Name of Person Signing



Signature

June 19, 2002

Date

Total number of pages including cover sheet, attachments, and document: 7

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

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of the 28th day of March, 2002, by and between Bristol-Myers Squibb Company, a Delaware corporation ("Assignor"), and Galen (Chemicals) Limited, a Republic of Ireland corporation ("Assignee").

### W I T N E S S E T H

WHEREAS, Assignor is engaged in manufacturing, distributing, marketing and selling products under the trademark Moisturel® (the "Product"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the 28th day of March, 2002 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling or causing to be sold to Assignee, and Assignee is purchasing and acquiring, among other things, certain assets connected with the Product, including right, title, and interest in and to those names and marks in the Territory (as such term is defined in the Asset Purchase Agreement), including the registrations and/or applications set forth on such Schedule I annexed hereto (collectively, the "Trademark");

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

- (i) the Trademark;
- (ii) the goodwill of Seller's business connected with the use of the Trademark ;
- (iii) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademark; and
- (iv) except as limited hereto and by the Asset Purchase Agreement, all other rights, including common law rights, relating to the Trademark in the Territory to the extent such rights exist.

FURTHERMORE, Assignor will, at the expense of Assignee (i) execute and deliver such further instruments including, without limitation, further instruments of assignment; and (ii) take such further actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademark or in order to prosecute any of the pending applications included in the Trademark.

FURTHERMORE, for avoidance of doubt, Assignee acknowledges and agrees that Assignor makes no representations or warranties whatsoever with respect to the Trademark and the other assets and rights described in clauses (ii), (iii) and (iv) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights), except for those representations and warranties expressly set forth in Section 2.07 of the Asset Purchase Agreement.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to any applicable principles of conflicts of law, other than Section 5-1401 of the New York General Obligations Law. Each of the parties hereto hereby irrevocably and unconditionally consents to jurisdiction as set forth in Section 8.12 of the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of marks for Moisturel® as of the date first written above.

BRISTOL MYERS SQUIBB COMPANY

By: *Robert Ewers*  
Name: Robert Ewers  
Title: Vice President,  
Corporate Development

GALEN (CHEMICALS) LIMITED

By: *Anthony D Bruno*  
Name: Anthony D Bruno  
Title: Attorney in Fact

SCHEDULE I

ASSIGNED TRADEMARK

mark: Registration Number – 1362813  
Application Number – 73/487528  
Registered – October 1, 1985  
Registered Owner – Westwood-Squibb Pharmaceuticals, Inc.

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of the 28<sup>th</sup> day of March, 2002, by and between Bristol-Myers Squibb Company, a Delaware corporation ("Assignor"), and Galen (Chemicals) Limited, a Republic of Ireland corporation ("Assignee").

### W I T N E S S E T H

WIIEREAS, Assignor is engaged in manufacturing, distributing, marketing and selling products under the trademark Duricef<sup>®</sup> (the "Product"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement for cefadroxil monohydrate tablets, capsules and oral suspension form under the trademark Duricef<sup>®</sup> dated as of the 28<sup>th</sup> day of March, 2002 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling or causing to be sold to Assignee, and Assignee is purchasing and acquiring, among other things, certain assets connected with the Product, including right, title, and interest in and to those names and marks in the Territory (as such term is defined in the Asset Purchase Agreement), including the registrations and/or applications set forth on such Schedule I annexed hereto(collectively, the "Trademark");

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

- (i) the Trademark;
- (ii) the goodwill of Seller's business connected with the use of the Trademark;
- (iii) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademark; and
- (iv) except as limited hereto and by the Asset Purchase Agreement, all other rights, including common law rights, relating to the Trademark in the Territory to the extent such rights exist.

FURTHERMORE, Assignor will, at the expense of Assignee, (i) execute and deliver such further instruments including, without limitation, further instruments of assignment, and (ii) take such further actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademark or in order to prosecute any of the pending applications included in the Trademark.

FURTHERMORE, for avoidance of doubt, Assignee acknowledges and agrees that Assignor makes no representations or warranties whatsoever with respect to the Trademark and the other assets and rights described in clauses (ii), (iii) and (iv) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights), except for those representations and warranties expressly set forth in Section 2.07 of the Asset Purchase Agreement.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to any applicable principles of conflicts of law, other than Section 5-1401 of the New York General Obligations Law. Each of the parties hereto hereby irrevocably and unconditionally consents to jurisdiction as set forth in Section 8.12 of the Asset Purchase Agreement.

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

BRISTOL-MYERS SQUIBB COMPANY

By: *Robert Ewers*  
Name: Robert Ewers  
Title: Vice President,  
Corporate Development

GALEN (CHEMICALS) LIMITED

By: *Anthony D Bruno*  
Name: Anthony D Bruno  
Title: Attorney in Fact

SCHEDULE I

ASSIGNED TRADEMARK

mark: Registration Number - 1080176  
Serial Number - 73121562  
Registered - December 27, 1977  
Registered Owner - Mead Johnson & Company

# FITZPATRICK, CELLA, HARPER & SCINTO

30 Rockefeller Plaza  
New York, NY 10112-3801  
(212) 218-2100

Facsimile:(212) 218-2200

## FACSIMILE COVER SHEET

**TO:** United States Patent and Trademark Office  
Assignment Division

**FROM:** James M. Gibson, Esq.

**RE:** Trademark Registration Nos. 1,080,176 and 1,362,813

**FAX NO.:** (703) 306-5995

**DATE:** June 19, 2002

**NO. OF PAGES:**  
*(including cover page)*

8

**TIME:**

**SENT BY:**

### MESSAGE

**IF YOU DO NOT RECEIVE ALL THE PAGES  
PLEASE CALL 212-218-2100 AS SOON AS POSSIBLE.**

**Note:** We are transmitting from a Canon Model FAX-L770  
(compatible with any Group I, Group II or Group III machine).

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