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Filing date: **11/17/2008**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91184256
Party	Plaintiff Qualitest Pharmaceuticals, Inc.
Correspondence Address	Frank M. Caprio Bradley Arant Rose & White LLP 200 Clinton Avenue West, Suite 900 Huntsville, AL 35801 UNITED STATES bmcarthur@bradleyarant.com, fcaprio@bradleyarant.com
Submission	Other Motions/Papers
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Signature	/Benjamin L. McArthur/
Date	11/17/2008
Attachments	Consented To Motion To Substitute.pdf ( 7 pages )(243983 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re Application Serial No. 79,039,310 for ACCUSURE

QUALITEST PHARMACEUTICALS, INC.,

Opposer,

-v.-

BIOLINE LIMITED,

Applicant.

Opposition No. 91,184,256

**CONSENTED TO MOTION TO SUBSTITUTE**

Pursuant to Trademark Rules of Practice 3.71(d) and 3.73(b), 37 C.F.R. §§ 3.71(d), 3.73(b) and Section 512.01 of the Trademark Trial and Appeal Board Manual of Procedure (“TBMP”), Opposer Qualitest Pharmaceuticals, Inc. (“Qualitest”) and Generics Bidco I LLC (“Generics”) hereby move on consent of the parties to substitute Generics as the Opposer in the above-captioned proceeding. As grounds for this motion, Qualitest and Generics state as follows:

1. Qualitest initiated this opposition proceeding with the Trademark Trial and Appeal Board on May 20, 2008.
2. Qualitest registered U.S. trademark Registration No. 1,902,162 for the mark ACCUSURE for use in connection with “surgical and medical instruments and devices, namely syringes” in International Class 10 (the “Qualitest Registration”);
3. Qualitest assigned the Qualitest Registration to Generics, said assignment being duly recorded with the U.S. Patent & Trademark Office on May 29, 2008. A true and correct

copy of this assignment, along with a Notice of Recordation of such assignment in the U.S. Patent & Trademark Office is attached hereto as Exhibit A.

4. Applicant Bioline Limited consents to the substitution requested in the instant motion.

Accordingly, Qualitest and Generics respectfully request that Generics Bidco I LLC be substituted for Qualitest Pharmaceuticals, Inc. as the Opposer in this action.

/s/ Benjamin L. McArthur /  
Frank M. Caprio  
Benjamin L. McArthur  
BRADLEY ARANT ROSE & WHITE, LLP  
200 Clinton Avenue West, Suite 900  
Huntsville, Alabama 35801  
*Counsel for Opposer Qualitest  
Pharmaceuticals, Inc. and Generics Bidco I  
LLC*

#### **CERTIFICATE OF SERVICE**

I hereby certify that on November 17, 2008, I caused the foregoing **MOTION TO  
SUBSTITUTE** to be served by email to:

James D. Weinberger JWeinberger@frosszelnick.com  
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*Counsel for Applicant Bioline Limited*

By: /s/ Benjamin L. McArthur /



Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 3785/0435
Received: 05/29/2008 Recorded: 05/29/2008
Attorney Dkt #: 40087-8 H.SMITH - BIDCO I
Conveyance: ASSIGNS THE ENTIRE INTEREST

Pages: 6

Total properties: 8

Table with 4 columns: Item #, Serial #, Mark, Filing Dt, Reg #, Reg. Dt. Contains 8 rows of trademark data.

Assignor

1 QUALITEST PHARMACEUTICALS, INC.

Exec Dt: 10/31/2007
Entity Type: CORPORATION
Citizenship: ALABAMA

Assignee

1 GENERICS BIDCO I, LLC
130 VINTAGE DRIVE
HUNTSVILLE, ALABAMA 35811

Entity Type: LIMITED LIABILITY COMPANY
Citizenship: DELAWARE

Correspondence name and address

HAYLEY M. SMITH, SR. LEGAL ASSISTANT
KIRKLAND & ELLIS LLP
153 EAST 53RD STREET
NEW YORK, NY 10022

EXECUTION COPY

ASSIGNMENT

This ASSIGNMENT ("Assignment"), is entered into and effective as of October 31, 2007 ("Effective Date"), by Qualitest Pharmaceuticals, Inc., an Alabama corporation ("Assignor"), for the benefit of Generics Bidco I, LLC, a Delaware limited liability company ("Assignee"). Reference is herein made to the Purchase Agreement, dated as of September 13, 2007 ("Purchase Agreement"), by and among Generics International (US), Inc., Generics Bidco I, LLC, Generics Bidco II, LLC, and William S. Propst, Sr., VP Investment, LLC, Propst Holding Company, LP, QV Pharmaceuticals, Inc., Qualitest Pharmaceuticals, Inc. and Vintage Pharmaceuticals, Inc. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor owns the trademarks and registrations listed in Schedule A to this Assignment, which is attached hereto and incorporated by reference herein (hereinafter "Marks"), free from any encumbrance or third-party interest; and

WHEREAS, Assignee is acquiring all of the business associated with, and the rights, title and interest in and to the Marks pursuant to the Purchase Agreement and desires to own the Marks of Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to the Marks identified in Schedule A, and all of the goodwill associated therewith, including, without limitation, all common law rights associated therewith, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, together with all income, royalties, damages

or payments due or payable as of the Effective Date, and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the Marks, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby covenants and agrees that it will from time to time after delivery of this Assignment and without further consideration, execute and deliver such further instruments of conveyance and transfer and take such additional actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance, as the Assignee may reasonably request to effect, consummate, confirm or evidence the transactions contemplated in this Assignment and/or to assist the Assignee in preserving its rights in, to or under any of the Marks.

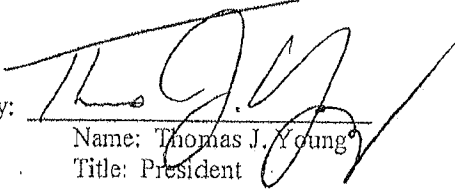
This Assignment shall be governed by and construed in accordance with the domestic law of the State of New York without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor hereby executes this Assignment as of the Effective  
Date.

QUALITEST PHARMACEUTICALS, INC.

By:

  
Name: Thomas J. Young  
Title: President

SCHEDULE A

QUALITEST PHARMACEUTICALS, INC. TRADEMARKS

Trademark	Registration No.	Filing Date	Country
ZOTANE	3,284,079	March 11, 2002	USA
PROCTOSERT	2,751,263	May 13, 2002	USA
PROCOF	2,610,589	January 12, 2001	USA
SULFAZINE	2,595,594	August 24, 2000	USA
AZO-SEPTIC	2,629,041	August 2, 2000	USA
QUALITEST	2,499,673	December 27, 1999	USA
MEPERITAB	2,502,945	December 6, 1999	USA
ACCUSURE	1,902,162	October 18, 1993	USA