

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Muro Pharmaceuticals, Inc.		04/05/2004	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	Verum Pharmaceuticals, Inc.
Street Address:	1000 Park Forty Plaza
Internal Address:	Suite 300
City:	Research Triangle Park
State/Country:	NORTH CAROLINA
Postal Code:	27713
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1295621	BROMFED
Registration Number:	1273301	BROMFED-PD
Registration Number:	1638857	BROMFED DM
Registration Number:	1251453	GUAIFED
Registration Number:	1460594	GUAIFED-PD

CORRESPONDENCE DATA	
Fax Number:	(858)509-4010
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(858) 509-4006
Email:	gholley@pillsburywinthrop.com
Correspondent Name:	Gabrielle A. Holley
Address Line 1:	11682 El Camino Real
Address Line 2:	Suite 200
Address Line 4:	San Diego, CALIFORNIA 92130

CH \$140.00 1295621

ATTORNEY DOCKET NUMBER:

80723.000001

NAME OF SUBMITTER:

Gabrielle A. Holley

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, Muro Pharmaceuticals, Inc., a Massachusetts corporation with a business address at 890 East Street, Tewksbury, Massachusetts 01876, (“Assignor”) owned the following trademark registrations (the “Registrations”) in the U.S. Patent and Trademark Office, and the goodwill associated therewith (the “Marks”):

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BROMFED	1295621	9/18/1984
BROMFED-PD	1273301	4/10/1984
BROMFED DM	1638857	3/26/1991
GUAIFED	1251453	9/20/1983
GUAIFED-PD	1460594	10/13/1987

WHEREAS, Assignor entered into a License and Purchase Agreement with Verum Pharmaceuticals, Inc., a Delaware corporation with a business address at 1000 Park Forty Plaza, Suite 300, Research Triangle Park, North Carolina, 27713 (“Assignee”), regarding the Registration and the Marks, dated July 1, 2002; and later entered into a Settlement Agreement with the Assignee regarding the assignment of the Registrations and the Marks, dated March 19, 2003.

WHEREAS, pursuant to and as set forth in the aforementioned Settlement Agreement between Assignor and Assignee dated March 19, 2003, Assignor assigned the Registrations and the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigned unto Assignee, effective nunc pro tunc as of March 19, 2003, all right, title and interest in and to the Registrations and the Marks, together with any

common law rights and the goodwill of the business symbolized therewith, as well as the right (but not the obligation) to assert the Registrations and the Marks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto by reason of any past and future acts of infringement that have occurred or may occur.

2. This document may be executed in two counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

Dated: 9/5/04

MURO PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: _____

VERUM PHARMACEUTICALS, INC.

By: James W Newman

Name: James W Newman

Title: Chairman

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Peter A. Pelletier

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common law rights and the goodwill of the business symbolized therewith, as well as the right (but not the obligation) to assert the Registrations and the Marks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto by reason of any past and future acts of infringement that have occurred or may occur.

2. This document may be executed in two counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

Dated: 4/5/04

MURO PHARMACEUTICALS, INC.

By: 

Name: Peter A Pelletier

Title: Chairman

VERUM PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: _____