

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SRZ Properties, Inc.		08/02/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Victory Pharma, Inc.		
Street Address:	12707 High Bluff Drive		
Internal Address:	Suite 200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1192961	CODIMAL	
Registration Number:	1504569	CODICLEAR	
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:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Pillsbury Winthrop Shaw Pittman LLP/GAH		
Address Line 1:	11682 El Camino Real		
Address Line 2:	Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
NAME OF SUBMITTER:	Gabrielle A. Holley		
Signature:	/GAHolley/		

CH \$65.00 1192961

Date:

08/03/2005

Total Attachments: 3

source=SRZtoVictoryTMAssignment#page1.tif

source=SRZtoVictoryTMAssignment#page2.tif

source=SRZtoVictoryTMAssignment#page3.tif

APPENDIX B

TRADEMARK TRANSFER AGREEMENT

This Trademark Transfer Agreement ("Agreement") is made as of August 2, 2005, by SRZ Properties, Inc., a Delaware corporation with an address of 103 Foulk Road, Suite 254, Wilmington, Delaware 19803 ("Assignor"), and Victory Pharma, Inc., a California corporation with an address of 12707 High Bluff Drive, Suite 200, San Diego, California 92130 ("Assignee").

WHEREAS, Assignor is executing this Agreement to evidence and confirm the assignment to Assignee of the trademark registrations set forth on Attachment 1 hereto, together with the goodwill of the business symbolized thereby (the "Trademark").

NOW THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark. Assignor also hereby assigns to Assignee all claims for past, present and future damages by reason of unfair competition, infringement or misappropriation of the Trademark, with the right to sue for and collect same for its own use and on its own behalf and for the use and on behalf of Assignee's successors and assigns.
2. **Cooperation.** Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including (but not limited to) specific assignments and registration transfers, and to perform such further acts as may be reasonably requested by Assignee and necessary to effectuate more fully the transactions contemplated by this Agreement.
3. **Binding Effect.** The terms, covenants and provisions of this Agreement shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

SRZ PROPERTIES, INC.

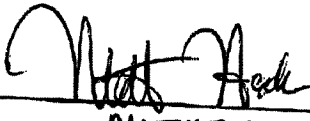
By: 

Name: _____

Title: _____

Jonathan Hill
Vice President

VICTORY PHARMA, INC.

By: 
Name: MATTHEW T. HECK
Title: PRESIDENT

ATTACHMENT 1
TO
TRADEMARK TRANSFER AGREEMENT

U.S. REGISTRATION:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CODIMAL	1192961	04/06/82
CODICLEAR	1504569	02/08/88