

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/31/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Princeton Radiology Pharmaceutical Research, LLC		08/30/2005	Limited Liability Company: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	RADPHARM, INC.
Street Address:	55 Williams Street
Internal Address:	Suite 240
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2522357	RADPHARM PRINCETON RADIOLOGY PHARMACEUTICAL RESEARCH THE IMAGING CORE LAB
Registration Number:	2546964	THE MEDICINE BEHIND THE IMAGE

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: pconcannon@palmerdodge.com  
 Correspondent Name: Patrick J. Concannon, Palmer & Dodge LLP  
 Address Line 1: 111 Huntington Avenue  
 Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:	Patrick J. Concannon
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Signature:	/PJC/
Date:	09/06/2005
Total Attachments: 4 source=00235808#page1.tif source=00235808#page2.tif source=00235808#page3.tif source=00235808#page4.tif	

**ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS**

THIS ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS is made as of August 31, 2005 (the "Effective Date"), by PRINCETON RADIOLOGY PHARMACEUTICAL RESEARCH, I.L.C., a New Jersey limited liability company with its principal place of business at 103 Carnegie Center, Suite 300A, Princeton, New Jersey 08540 ("Assignor"), to RADPHARM, INC. (f/k/a PRPR Acquisition Corporation), a Delaware corporation with an address at 55 Williams Street, Suite 240, Wellesley, Massachusetts 02481 ("Assignee").

WITNESSETH

WHEREAS, Assignor has adopted and used and is using, and is the owner of the entire and exclusive right, title and interest worldwide (with the exception of Australia) in, to and under the trademarks, trade names, internet domain names and service marks owned by or licensed to Assignor, whether registered or unregistered, together with the goodwill of the business appurtenant to and symbolized by said trademarks, trade names, internet domain names and service marks, and all federal and state registrations and applications therefor, in the United States and all other countries, including any renewals and extensions of the registrations, and all rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or dilution or threatened or alleged infringement or dilution of the trademarks, including, without limitation, the registered trademarks and applications, trade names, internet domain names and service marks listed on Schedule A attached hereto, all hereinafter collectively referred to as the "Marks;"

WHEREAS, pursuant to an Asset Purchase Agreement of even date herewith between Assignor and Assignee (the "Purchase Agreement"), Assignee is acquiring from Assignor the entire right, title and interest in, to and under the Marks; and

WHEREAS Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide (with the exception of Australia) right, title and interest in, to and under the Marks;

NOW, THEREFORE,

In exchange for the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest worldwide (with the exception of Australia) in, to, and under the Marks, together with the goodwill of the business appurtenant to and symbolized by the Marks and all federal and state registrations and applications therefor, in the United States and all other countries, including any renewals and extensions of the registrations, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Marks may be granted, renewed, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and together with all claims for damages by reason of past infringement or dilution of the Marks, all rights in and to any and all causes of action heretofore

or hereafter accrued or accruing for infringement or dilution or threatened or alleged infringement or dilution of the Marks, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Assignor, as owner of the entire right, title and interest in the Marks, hereby authorizes and requests the United States Patent and Trademark Office, or other proper governmental authority, to issue to Assignee, its successors and assigns, all Marks and other trademark rights included within the Marks or issuing therefrom.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks and Service marks to be signed by its duly authorized officer effective as of the date first written above.

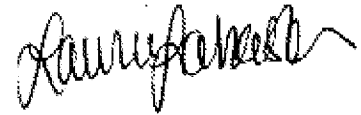
PRINCETON RADIOLOGY  
PHARMACEUTICAL RESEARCH, LLC

By: Robert Ford  
Name: ROBERT FORD  
Title: President and  
Chief Medical Officer

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS DATE

AUG 30 2005

LAIRIE LABASKA  
Notary Public of New Jersey  
Commission Expires 2/18/2010



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**SCHEDULE A**

**United States Trademark and Servicemark Registrations**

<u>Trademark or Servicemark</u>	<u>Application No.</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Date Issued</u>
"RadPharm Princeton Radiology Pharmaceutical Research The Imaging Core Lab"			2,522,357	12/25/01
"The Medicine Behind the Image"			2,546,964	3/12/02

**Common Law Trademark**

RadPharm

**State of New Jersey Registered Trade Name**

<u>Trade Name</u>	<u>Registration Control No.</u>	<u>Date Issued</u>	<u>County</u>
RadPharm	200103290074	3/29/2001	Mercer County