

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merck & Co., Inc.		08/10/2005	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Ovation Pharmaceuticals, LLC		
Street Address:	Four Parkway North		
Internal Address:	Suite 200		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0759115	COSMEGEN	
Registration Number:	0566271	MUSTARGEN	
CORRESPONDENCE DATA			
Fax Number:	(202)339-6052		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-625-3500		
Email:	valerie.purdy@kattenlaw.com		
Correspondent Name:	Sylvia D. Davis		
Address Line 1:	1025 Thomas Jefferson Street, N.W.		
Address Line 2:	Suite 700 - East Lobby		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5201		
NAME OF SUBMITTER:	Sylvia D. Davis		
Signature:	/sylvia d. davis/		

CH \$65.00 0759115

Date:

09/13/2005

Total Attachments: 11

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter the "**Assignment**") made effective as of the 10th day of August, 2005, by and between Merck & Co., Inc., a New Jersey corporation (as it relates to the Trademarks relating to the Products (other than ELSPAR) in the US), and Merck and Company, Incorporated, a Delaware corporation (as it relates to the Trademarks relating to the Products (other than ELSPAR) outside the US) (hereinafter collectively "**Assignor**") and Ovation Pharmaceuticals, LLC (hereinafter "**Assignee**").

WHEREAS, the parties have entered into that certain Master Purchase and Sale Agreement dated as of August 10, 2005 (the "**Master Agreement**") regarding the sale of certain assets related to the Products; and

WHEREAS, in connection with the transactions contemplated by the Master Agreement, the parties have decided to enter into a formal agreement assigning to Assignee the Assigned Trademarks relating to the Products (other than ELSPAR) (the "**Assigned Product Trademarks**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Except as otherwise set forth herein, capitalized terms shall have the meaning provided in the Master Agreement.

2. ASSIGNMENT

2.1 Assignor does hereby assign to Assignee all rights, title and interest in and to the Assigned Product Trademarks in the Territory, the goodwill of the business symbolized by said Assigned Product Trademarks, along with the registration of such Assigned Product Trademarks in the Territory.

3. MISCELLANEOUS

3.1 **Representations, Warranties, Covenants and Indemnification Provisions of Master Agreement.** The representations, warranties and covenants relating to Assigned Product Trademarks contained in the Master Agreement, and the indemnification provisions relating thereto, shall apply to this Assignment.

3.2 **Incorporation of the Master Agreement.** The parties expressly acknowledge and agree that the provisions of the Master Agreement are incorporated by reference herein, or by their terms otherwise apply hereto, and further agree that such provisions shall be given full effect in interpreting and enforcing this Assignment. In the event of any

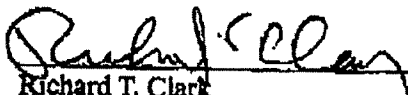
inconsistency between this Assignment and the Master Agreement, the Master Agreement shall control.

- 3.3 Further Assurances.** Each party shall take (or cause its Affiliates to take) such further actions, including but not limited to, the execution and delivery of (or causing such party's Affiliates or Designees to execute and deliver) additional documents, reasonably requested by the other party, to effect the grant of the assignment of the Assigned Product Trademarks in accordance with the intent of the Master Agreement and this Assignment, including execution and delivery of such documents with respect to particular Marks relating to the Products (other than ELSPAR) in particular countries in the Territory.
- 3.4 Counterparts.** This Assignment may be executed (by facsimile or otherwise) in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.


[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed in two originals.

MERCK & CO., INC.


Richard T. Clark
Chief Executive Officer and President

OVATION PHARMACEUTICALS, LLC


Barry M. Deutsch
Vice President, Business Development and
Chief Financial Officer

**MERCK AND COMPANY,
INCORPORATED**


Mark J. Simon
President and Assistant Treasurer

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Richard T. Clark
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Barry M. Deutsch

Barry M. Deutsch
Vice President, Business Development and
Chief Financial Officer

**MERCK AND COMPANY,
INCORPORATED**

Mark J. Simon
President and Assistant Treasurer

ASSIGNED TRADEMARKS

The Assigned Trademarks relating to the Products (other than ELSPAR) are defined in the Master Agreement. However, for convenience, these Assigned Trademarks relating to the Products (other than ELSPAR) are listed here as follows:

COSMEGEN®
MUSTARGEN®

Assigned Trademarks

COSMEGEN®

MUSTARGEN®

COSMEGEN

Trademark	Country(ies)	Status	App. Date	App. No.	Reg. Date	Reg. No.	Exp. Date
COSMEGEN	African Union Territories (OAPI)	Registered	08-May-2000	3200000510	16-Oct-2000	42567	5/8/2010
COSMEGEN	Argentina	Renewal Pending	22-Feb-1963	625304	03-Jun-1963	1563813	5/31/2005
COSMEGEN	Armenia	Registered	02-May-1996	1679	09-Jun-1997	1360	5/2/2006
COSMEGEN	Australia	Renewed	26-Apr-1963	179937	26-Apr-1963	A179937	4/26/2008
COSMEGEN	Austria	Renewed	18-Feb-1963	AM42163	17-Jun-1963	50359	6/30/2013
COSMEGEN	Azerbaijan	Registered	31-Mar-1994	1133IIPT	22-May-1998	980940	10/10/2006
COSMEGEN	Bangladesh	Renewal Pending	28-May-1973	1932	02-Mar-1963	1932	3/2/2000
COSMEGEN	Belarus	Renewed	01-Oct-1993		17-Dec-1993	2087	12/17/2013
COSMEGEN	Brazil	Renewed	07-Mar-1963	581779	04-Sep-1968	3812294	9/4/2008
COSMEGEN	Brunei Darussalam	Renewed	04-Sep-1989	19178	04-Sep-1989	17812	9/4/2010
COSMEGEN	Bulgaria	Renewed	23-Aug-1976	683	23-Aug-1976	10756	8/23/2006
COSMEGEN	Canada	Renewed	26-Jan-1963	273665	16-Aug-1963	132332	8/16/2008
COSMEGEN	Chile	Renewed	19-Feb-1963		30-Oct-1963	687017	3/3/2014
COSMEGEN	Colombia	Renewed	19-Feb-1963	92247963	05-Aug-1963	54451	8/4/2013
COSMEGEN	Congo, Democratic Republic of	Renewed	03-Jul-1986	NP125EXT86	03-Jul-1986	61286	7/3/2006
COSMEGEN	Costa Rica	Renewed	12-Mar-1963	18613	29-May-1963	2762218981	5/29/2008

Trademark	Country(ies)	Status	App. Date	App. No.	Reg. Date	Reg. No.	Exp. Date
COSMEGEN	Cyprus, Republic of	Renewed	21-Feb-1963	8020	21-Feb-1963	8020	2/21/2012
COSMEGEN	Denmark	Renewed	25-Feb-1963	7921963	22-May-1965	13371965	5/22/2015
COSMEGEN	Egypt	Renewed	23-Feb-1963	40298	23-Feb-1963	40298	2/23/2013
COSMEGEN	El Salvador	Renewal Pending			21-Nov-1963	10868Book31	11/21/2003
COSMEGEN	Estonia	Renewed	29-Dec-1993	9311108	01-Sep-1994	12683	10/10/2006
COSMEGEN	Finland	Renewed	16-Apr-1963	124363	07-Dec-1964	43584	12/7/2014
COSMEGEN	France	Renewed	22-Feb-1963	79232	22-Feb-1963	1450600	2/18/2008
COSMEGEN	Georgia	Registered	31-Jul-1993	421403	20-Aug-1998	10428	8/20/2008
COSMEGEN	Germany	Renewed	23-Aug-1989	W57506	23-Aug-1989	DD646693	8/23/2009
COSMEGEN	Guatemala	Renewed	20-Aug-1963		22-Sep-1964	15379	9/21/2014
COSMEGEN	Honduras	Renewal Pending	05-Mar-1963		31-Dec-1964	12397	12/31/2004
COSMEGEN	Hong Kong	Renewed	18-Feb-1963		18-Feb-1963	52963	2/18/2012
COSMEGEN	Hungary	Renewed	04-Sep-1989		04-Sep-1989	129041	9/4/2009
COSMEGEN	Iceland	Renewed	30-Apr-1963		10-Feb-1964	91964	2/10/2014
COSMEGEN	India	Renewed	23-Mar-1972	279056	23-Mar-1972	279056	3/23/2007
COSMEGEN	Ireland	Renewed	18-Feb-1963	23163	18-Feb-1963	65306	2/17/2015
COSMEGEN	Israel	Renewed	19-Feb-1963	21724	19-Feb-1963	21724	2/19/2012
COSMEGEN	Italy	Renewal Pending	20-Feb-1963	RM2003C000837	21-Oct-1966	454141	2/20/2003
COSMEGEN	Japan	Renewed	02-Mar-1984	190171984	29-Sep-1986	1890948	9/29/2006
COSMEGEN	Korea, Republic of	Renewed	26-Feb-1963	1811963	13-Mar-1963	7658	3/13/2013
COSMEGEN	Kuwait	Renewal Pending	31-Dec-1984	17562	31-Dec-1984	16398	12/31/2004
COSMEGEN	Kyrgyz Republic	Registered			11-Jan-1995	2057	10/10/2006

Trademark	Country(ies)	Status	App. Date	App. No.	Reg. Date	Reg. No.	Exp. Date
COSMEGEN	Lebanon	Renewed	04-Mar-1963	147930	04-Mar-1963	59695	3/4/2008
COSMEGEN	Libya	Instructed					
COSMEGEN	Lithuania	Renewed	28-Sep-1993	RL12333	03-Dec-1996	12953	9/28/2013
COSMEGEN	Macao	Renewal Pending	30-Oct-1987	5734M	12-Feb-1988	5734M	2/12/2005
COSMEGEN	Malaya	Renewed	27-Mar-1963	M39495	27-Mar-1963	M39495	3/27/2008
COSMEGEN	Malta	Renewed	21-Apr-1972	11189	21-Apr-1972	11189	4/21/2014
COSMEGEN	Mexico	Renewed	20-Apr-1994	196728	06-Jun-1994	462634	4/20/2014
COSMEGEN	Moldova	Renewed	07-Dec-1994	3387	07-Aug-1995	2288	12/7/2014
COSMEGEN	Morocco	Renewed			28-Feb-1963	85059	2/3/2023
COSMEGEN	Namibia	Renewed	18-Jan-1971	71015	18-Jan-1971	71015	1/18/2015
COSMEGEN	Netherlands Antilles	Registered	14-Aug-2001	D2889	24-May-1996	2764	5/24/2016
COSMEGEN	New Zealand	Renewed	18-Feb-1963	72670	18-Feb-1963	72670	2/18/2012
COSMEGEN	Nigeria	Renewed	28-Mar-1973		22-Feb-1973	24433	2/22/2008
COSMEGEN	Norway	Renewed	19-Feb-1963	78716	02-Jul-1964	64236	7/2/2014
COSMEGEN	Pakistan	Renewed	02-Mar-1963	38756	02-Mar-1963	38756	3/2/2015
COSMEGEN	Paraguay	Renewed	07-Mar-1963	333	26-Dec-1963	270237	7/27/2014
COSMEGEN	Philippines	Registered	17-Feb-1984	53197	28-Nov-1988	42094	11/28/2008
COSMEGEN	Poland	Renewed	26-Sep-1989	Z88782	26-Sep-1989	66048	9/26/2009
COSMEGEN	Portugal	Renewed	30-Apr-1963	118875	06-Feb-1964	118875	2/6/2014
COSMEGEN	Russian Federation	Renewed	10-Oct-1986	104984	10-Oct-1986	81143	10/10/2006
COSMEGEN	Saudi Arabia	Renewed	25-Jun-1963		25-Jun-1963	1427	2/20/2007
COSMEGEN	Seychelles	Registered	15-Sep-2000	2842000	15-Sep-2000	5705	9/15/2007

Trademark	Country(ies)	Status	App. Date	App. No.	Reg. Date	Reg. No.	Exp. Date
COSMEGEN	Sierra Leone	Renewed	17-May-1972	9273	17-May-1972	9273	5/17/2014
COSMEGEN	Singapore	Renewed	25-Mar-1963	32473	25-Mar-1963	32473	3/25/2008
COSMEGEN	Somalia	Renewal Pending	14-Jan-1981	2928	14-Jan-1981	2928	1/14/2001
COSMEGEN	South Africa	Renewed	18-Feb-1963	630586	18-Feb-1963	630586	2/18/2007
COSMEGEN	Sri Lanka	Renewal Pending	06-Mar-1963	24358	06-Mar-1963	24358	3/6/2001
COSMEGEN	Sudan	Renewed	28-Apr-1964	8760	28-Apr-1964	8760	4/28/2014
COSMEGEN	Swaziland	Renewed	18-Feb-1987		18-Feb-1987	91988(SA)	2/18/2007
COSMEGEN	Sweden	Renewed	19-Feb-1963	70863	11-Oct-1963	107673	10/11/2013
COSMEGEN	Switzerland	Renewed	04-Mar-1963	1109	04-Mar-1963	326450	3/3/2013
COSMEGEN	Syria	Renewed	19-May-1963	15547	19-May-1963	1378424484	5/19/2013
COSMEGEN	Taiwan	Renewed	15-Mar-1963		01-Jan-1964	16850	12/31/2013
COSMEGEN	Tangier	Renewed	18-Jul-1967	3349	18-Jul-1967	R6530	12/29/2006
COSMEGEN	Thailand	Renewed	28-Feb-1963	47420	28-Feb-1963	238888K2235	2/28/2013
COSMEGEN	Tunisia	Renewed	22-Mar-1963		22-Mar-1963	EE921156	10/28/2007
COSMEGEN	Turkey	Renewed	30-Apr-1963	475463	30-Apr-1963	103595	4/30/2008
COSMEGEN	Turkmenistan	Registered	28-Dec-1995	1(2814)	03-Oct-1997	1250	10/3/2007
COSMEGEN	Ukraine	Renewed	10-Oct-1986		30-Dec-1993	3030	10/10/2006
COSMEGEN	United Kingdom	Renewed	11-Feb-1963	844954	11-Feb-1963	844954	2/11/2008
COSMEGEN	United States	Renewed	13-Mar-1963	164543	29-Oct-1963	759115	10/29/2013
COSMEGEN	Uzbekistan	Renewed	10-Oct-1986		24-Nov-1994	2077	10/10/2006
COSMEGEN	Venezuela	Renewed	11-Mar-1963	1094	27-Jan-1964	46520	1/27/2014
COSMEGEN	Zambia	Renewed	20-Aug-1968	46568	19-Aug-1968	46568	8/19/2017

Trademark	Country(ies)	Status	App. Date	App. No.	Reg. Date	Reg. No.	Exp. Date
COSMEGEN (In Chinese)	Taiwan	Renewed	15-Mar-1963		01-Jan-1964	16851	12/31/2013
COSMEGEN (In Cyrillic)	Russian Federation	Registered	21-May-1996	96706355	21-May-1996	157501	5/21/2006
COSMEGEN (In Cyrillic)	Ukraine	Registered	01-Nov-2001	2001116931	15-Sep-2003	34973	11/1/2011
COSMEGEN (In Katakana)	Japan	Renewed	07-Feb-1968	742168	05-Feb-1970	845293	2/5/2010
COSMEGEN (In Thai)	Thailand	Renewed	24-May-1973	245233	24-May-1973	8039849841	5/24/2013
LYOVAC COSMEGEN	Benelux	Renewed	29-Oct-1971	16485	29-Oct-1971	306403	10/29/2011

MUSTARGEN

Trademark	Country(ies)	Status	App. Date	App. No.	Reg. Date	Reg. No.	Exp. Date
MUSTARGEN	Austria	Renewed	30-Jul-1986	AM243486	19-Nov-1986	114576	11/19/2006
MUSTARGEN	Bermuda	Renewed	05-Sep-1989	20538	05-Sep-1989	20538	9/5/2010
MUSTARGEN	Bosnia and Herzegovina	Registered	29-Apr-1997	BAZ971732A	26-Nov-2002	BAZ971732	4/29/2007
MUSTARGEN	Canada	Renewed	09-May-1951	211329	09-May-1951	UCA39818	5/9/2011
MUSTARGEN	Colombia	Renewed	14-Apr-1972	93380489	11-May-1973	79707	5/10/2013
MUSTARGEN	El Salvador	Renewed	27-Mar-1973		08-Nov-1973	32Book51	11/8/2013
MUSTARGEN	Israel	Renewed	11-Mar-1987	65833	11-Mar-1987	65833	3/10/2008
MUSTARGEN	Jordan	Renewed	11-Sep-1989		11-Sep-1989	27076	9/11/2010
MUSTARGEN	Mexico	Renewed	07-Aug-1991	119694	07-Aug-1991	402987	8/7/2011
MUSTARGEN	Portugal	Renewed	21-Sep-1989	258601	10-May-1993	258601	5/10/2013
MUSTARGEN	Puerto Rico	Renewed	14-Jun-1973		22-May-1974	18467	5/22/2014
MUSTARGEN	United States	Renewed	1/27/1951	609343	11/4/1952	566271	11/4/2012