

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Odyssey Pharmaceuticals, Inc.    |  | 06/30/2005            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Esprit Pharma Holding Company, Inc.  |                       |                       |
| <b>Street Address:</b>           | 2 Tower Center Boulevard   |                       |                       |
| <b>City:</b>                     | East Brunswick   |                       |                       |
| <b>State/Country:</b>            | NEW JERSEY   |                       |                       |
| <b>Postal Code:</b>              | 08816  |                       |                       |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>      | 2936977  | SANCTURA              |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (908)722-0755  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 908-722-0700   |                       |                       |
| <b>Email:</b>                    | ipdept@nmmlaw.com  |                       |                       |
| <b>Correspondent Name:</b>       | William R. Robinson  |                       |                       |
| <b>Address Line 1:</b>           | 721 Route 202-206  |                       |                       |
| <b>Address Line 2:</b>           | P.O. Box 1018  |                       |                       |
| <b>Address Line 4:</b>           | Somerville, NEW JERSEY 08807   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 105033-008US ASGN  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | William R. Robinson  |                       |                       |
| <b>Signature:</b>                | /wrr/  |                       |                       |
| <b>Date:</b>                     | 02/17/2006   |                       |                       |

CH \$40.00 2936977

**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Assignment") dated as of June 30, 2005 (the "Effective Date") is made by ODYSSEY PHARMACEUTICALS, INC., a Delaware corporation ("Assignor"), to ESPRIT PHARMA HOLDING COMPANY, INC. (f/k/a Saturn Pharmaceuticals, Inc.), a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark, and all registrations and applications therefor, specified in Schedule A attached (the "Trademark").

WHEREAS, pursuant to an asset purchase agreement, dated as of May 14, 2005, by and between Assignor and Assignee, Assignee is acquiring the entire business to which the Trademark pertains;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademark; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interests in and to the Trademark, together with (i) the registrations of the Trademark and (ii) the goodwill of the business symbolized by and associated with the Trademark and such registrations. This assignment includes an assignment of all rights to (A) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Trademark, the registrations thereof or the goodwill symbolized by or associated with the Trademark or such registrations and (B) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition, or other proceeding, in connection with the Trademark. The rights, title and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

This Assignment shall be exclusively interpreted in accordance with and governed by the laws of the State of New York, without regard to its conflict of law provisions.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of  
Trademark Rights to be executed by a duly authorized officer, as of the Effective Date.

ODYSSEY PHARMACEUTICALS, INC.

By: 

Title: PRESIDENT & CEO

Date: JUNE 30 2005

*Trademark Assignment*

**TRADEMARK  
REEL: 003249 FRAME: 0607**

COMMONWEALTH OR STATE OF New Jersey )  
 ) ss.  
COUNTY OF Morris )

On this the 30<sup>th</sup> day of June, before me appeared Wayne P. Yetter, the person who signed this instrument, who acknowledged that he is the President and CEO of Assignor and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

Linda A. McDonald  
Notary Public

[Seal]

My commission expires: August 26, 2009

*Trademark Assignment*

**TRADEMARK**  
**REEL: 003249 FRAME: 0608**

**SCHEDULE A**

| <b><u>Trademark</u></b> | <b><u>Country</u></b> | <b><u>Application No./Registration No./Serial No.</u></b> |
|-------------------------|-----------------------|---|
| SANCTURA                | USA                   | 78256069 / 2,936,977                                      |