

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
PharmaLogic Ltd.		01/25/2006	CORPORATION: VERMONT
RECEIVING PARTY DATA			
Name:	PharmaLogic Holdings Corp.		
Street Address:	1100 Wilson Boulevard		
Internal Address:	Suite 3000		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2825794	PHARMA-LOGIC	
Registration Number:	2666078	PHARMALOGIC	
Registration Number:	2718736	PHARMA-LOGIC THE LOGICAL CHOICE	
CORRESPONDENCE DATA			
Fax Number:	(202)776-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-776-2792		
Email:	trademark@dowlohnes.com		
Correspondent Name:	Brandy L. Anderson		
Address Line 1:	1200 New Hampshire Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	50074.0024/BLA/SSK		
NAME OF SUBMITTER:	Brandy L. Anderson		

OP \$90.00 2825794

Signature:	/Brandy L. Anderson/
Date:	03/01/2006
Total Attachments: 5 source=PharmaLogic_Assignment#page1.tif source=PharmaLogic_Assignment#page2.tif source=PharmaLogic_Assignment#page3.tif source=PharmaLogic_Assignment#page4.tif source=PharmaLogic_Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into this 25 day of January, 2006, by and between PharmaLogic Ltd., a Vermont corporation (the "Assignor"), and PharmaLogic Holdings Corp., a Delaware corporation (the "Assignee").

WHEREAS, Assignor owns the trademarks listed on Exhibit A to this Assignment (the "Marks"), which Marks are registered with the U.S. Patent and Trademark Office;

WHEREAS, the Assignor and the Assignee have entered into that certain Stock Purchase Agreement, dated as of January 25, 2006, by and among the Stockholders of PharmaLogic Ltd., the Stockholders of Janus Holding, Inc., PharmaLogic Holdings Corp., and PharmaLogic Ltd. (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor is required to assign to Assignee all of Assignor's right, title, and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith;

WHEREAS, the parties desire to confirm and make a record of such transfer of the Marks to Assignee; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all its right, title, and interest in and to the Marks and the registrations therefor, together with the goodwill associated therewith.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors and assigns.

3. Agreement. This Assignment is given to further evidence the transfers and assignments contemplated by the Agreement, and, notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Assignee set forth in the Agreement, including, without limitation, any limits on indemnification specified therein. All representations, warranties and covenants set forth in the Agreement shall survive the delivery of this Assignment to the extent set forth in the Agreement. This Assignment is subject to, and controlled by, the terms of the Agreement.

4. Further Assurances. The Assignor agrees to execute and deliver at a future date any and all further acts, conveyances, transfers, assignments, instruments and assurances as the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks and the registrations therefor or to evidence the full and effective implementation and consummation of the assignment of such Marks and the registrations therefor.

5. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

6. Acknowledgment. The Assignee agrees that it will not seek to prevent or knowingly assist others in preventing use of the Marks solely as the name of the yacht currently owned by Howard Chatoff on which the Marks currently are in use. With regard to any subsequent assignment related to the Marks, the subsequent assignee shall be obligated to acknowledge and agree to be obligated in a manner identical to Assignee's obligations under this Section 6..

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first written above.

PharmaLogic Ltd.

By: 

Name: Harold Charest

Title: President

ACCEPTED:

PharmaLogic Holdings Corp.

By: _____

Name: William Ford

Title: Vice President

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first written above.

PharmaLogic Ltd.

By: _____
Name: _____
Title: _____

ACCEPTED:

PharmaLogic Holdings Corp

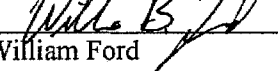
By:  _____
Name: William Ford
Title: Vice President

Exhibit A

Service Marks

Mark	Reg. No.	Date Registered	Class(es)
PHARMA-LOGIC	2,825,794	March 23, 2004	5
PHARMALOGIC	2,666,078	December 24, 2002	1, 5, 35 and 40
PHARMA-LOGIC THE LOGICAL CHOICE and DESIGN	2,718,736	May 27, 2003	1, 5, 35 and 40