

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
Merck & Co., Inc.		01/06/2006	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:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0920555	ELSPAR	
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:	Roger P. Furey		
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		
ATTORNEY DOCKET NUMBER:	213229.00013 - ELSPAR		
NAME OF SUBMITTER:	Roger P. Furey		
Signature:	/roger p. furey/		

CH \$40.00 0920555

Date:

04/07/2006

Total Attachments: 8

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ELSPAR TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter the "**Assignment**") made effective as of January 6, 2006, by and between Merck & Co., Inc., a New Jersey corporation (as it relates to the Trademark relating to ELSPAR in the US), and Merck and Company, Incorporated, a Delaware corporation (as it relates to the Trademark relating to 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 ELSPAR and the other 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 Trademark relating to ELSPAR (the "**Assigned ELSPAR Trademark**").

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 ELSPAR Trademark in the Territory, the goodwill of the business symbolized by said Assigned ELSPAR Trademark, along with the registration of such Assigned ELSPAR Trademark in the Territory.

3. MISCELLANEOUS

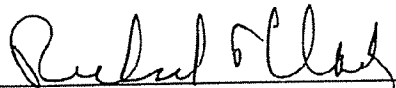
- 3.1 **Representations, Warranties, Covenants and Indemnification Provisions of Master Agreement.** The representations, warranties and covenants relating to Assigned ELSPAR Trademark contained in the Master Agreement, and the indemnification provisions relating thereto, shall apply to this Assignment.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

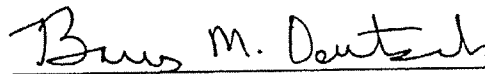
MERCK & CO., INC.



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

TRADEMARK

REEL: 003284 FRAME: 0946

ASSIGNED TRADEMARK

The Assigned Trademark relating to ELSPAR is defined in the Master Agreement. However, for convenience, these Assigned Trademark relating to ELSPAR are listed here as follows:

ELSPAR®

ELSPAR

Trademark	Country(ies)	Status	App. Date	App. No.	Reg. Date	Reg. No.	Exp. Date
ELSPAR	Barbados	Renewed	06-Jan-1983		06-Jan-1983	812342	1/6/2010
ELSPAR	Bermuda	Renewed	21-Jan-1983		21-Jan-1983	9849	1/21/2018
ELSPAR	Brazil	Renewal Pending	06-Jan-1983	811059944	27-Mar-1984	811059944	3/27/2004
ELSPAR	Chile	Renewed		611505	05-May-1983	681686	8/4/2013
ELSPAR	China (Peoples Republic)	Renewed	26-Nov-1986	66827	30-Jul-1987	294797	7/30/2007
ELSPAR	Colombia	Registered	01-Apr-1996	96016009	31-Oct-1996	190737	10/31/2006
ELSPAR	Costa Rica	Registered	22-Apr-1987	63416	16-Mar-1988	68568	3/16/2008
ELSPAR	El Salvador	Registered	04-May-1987		07-Mar-1989	54Book120	3/7/2009
ELSPAR	Finland	Renewed	31-Dec-1982	748082	20-Aug-1984	89973	8/20/2014
ELSPAR	Guatemala	Renewed	13-Sep-1988		13-Sep-1988	55792	9/12/2008
ELSPAR	Honduras	Renewed	28-Apr-1987		20-Jul-1987	47983	7/20/2007
ELSPAR	Hong Kong	Renewed	05-Jan-1983	7083	08-Jan-1983	6811984	1/8/2014
ELSPAR	Jamaica	Renewed	20-Jan-1983	TM53649	20-Jan-1983	21966	1/20/2014
ELSPAR	Mexico	Renewed	20-Apr-1994	196726	06-Jun-1994	462633	4/20/2014
ELSPAR	Nicaragua	Renewed	28-May-1987		16-Jan-1990	19332CC	1/16/2010
ELSPAR	Panama	Renewed	02-Mar-1983		30-Aug-1983	32413	8/30/2013
ELSPAR	Puerto Rico	Renewed			04-Aug-1980	23054	8/4/2010
ELSPAR	Saudi Arabia	Renewed	19-Feb-1983	30111403	19-Feb-1983	11861	3/27/2012
ELSPAR	United Kingdom	Renewed	06-Jan-1983	1188105	06-Jan-1983	1188105	1/6/2014
ELSPAR	United States	Renewed	03-Dec-1970	72377699	21-Sep-1971	920555	9/21/2011
ELSPAR	Venezuela	Renewed	07-Jan-1983	8083	23-Apr-1986	F118935	4/23/2011
ELSPAR (In Chinese)	China (Peoples Republic)	Renewed	27-Dec-1988	8846908	30-Oct-1989	502091	10/29/2009
ELSPAR (In Chinese)	Hong Kong	Renewal Pending	30-Sep-1998	1315398	30-Sep-1998	B135361999	9/30/2005

ELSPAR BILL OF SALE AND ASSIGNMENT

This **Bill of Sale and Assignment** ("Bill of Sale") dated January 6, 2006 is delivered by Merck & Co., Inc. ("Seller") to Ovation Pharmaceuticals, LLC (the "Buyer").

Pursuant to the Master Purchase and Sale Agreement dated as of August 10, 2005 between Seller and Buyer (the "**Master Agreement**"), Buyer and Seller have agreed that Seller shall transfer, convey and assign to Buyer or its designee, and Buyer or its designee shall accept from Seller all right, title and interest in and to any and all Assets relating to ELSPAR, including, without limitation, all registrations, applications and goodwill associated therewith (collectively, the "**ELSPAR Assets**"), and Buyer has agreed that it or its Affiliate will accept such assignment and will assume the Assumed Liabilities of Seller with respect to the ELSPAR Assets. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Master Agreement.

NOW, THEREFORE, for good and valuable consideration to the extent required by law, the adequacy and receipt of which are hereby acknowledged and accepted:

1. **Transfer, Conveyance and Assignment of the ELSPAR Assets.**

(a) Seller does hereby transfer, convey and assign to Buyer and Buyer does hereby accept from Seller, all right, title and interest in and to the ELSPAR Assets (other than (i) the Assigned Contracts relating to ELSPAR and/or the ELSPAR Assets which are separately assigned in the Assignment and Assumption Agreement executed by Buyer and Seller on the date hereof and (ii) the Assigned Trademark relating to ELSPAR which are separately assigned in the Trademark Assignment Agreement executed by Buyer and Seller on the date hereof).

(b) Seller hereby constitutes and appoints Buyer as its true and lawful attorney, with full power of substitution, in the name of Seller, but on behalf of and for the benefit of Buyer: (i) to demand and receive from time to time any and all of the ELSPAR Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the ELSPAR Assets; (iii) to defend or compromise any or all actions or proceedings in respect of any of the ELSPAR Assets; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Buyer shall deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by Seller in any manner or for any reason.

(c) Buyer accepts such appointment, and assumes and agrees to perform, pay, discharge and comply with any Assumed Liabilities with respect to the ELSPAR Assets.

2. **Binding Effect.** The covenants and agreements set forth herein shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of Seller and Buyer.

3. **Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the laws of the state of New York, without regard to conflict of laws principles.

4. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, all of which will together represent one and the same instrument and all signatures need not appear on any one counterpart.

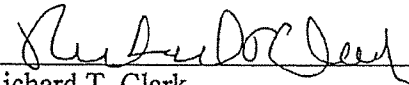
5. **Master Agreement.** Notwithstanding any other provision of this Bill of Sale, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including, but not limited to, any representations, warranties, covenants and agreements of Seller or the Buyer, set forth in the Master Agreement.

6. **Further Assurances.** Seller agrees that, from time to time after the delivery hereof, it will, upon the reasonable request of the Buyer, take all such action and execute and deliver all such documents, instruments and conveyances which may be reasonably necessary or desirable to carry out the provisions of this Bill of Sale.

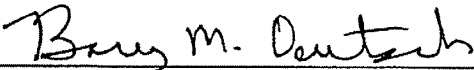
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of the day and year first above written.

MERCK & CO., INC.

By: 
Richard T. Clark
Chief Executive Officer and President

OVATION PHARMACEUTICALS, LLC

By: 
Title: Barry M. Deutsch, its Chief Financial
Officer