

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merck & Co., Inc.		06/30/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Aton Pharma, Inc.
Street Address:	33 Avenue Louis Pasteur
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02115
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	689024	AQUAMEPHYTON
Registration Number:	760911	CUPRIMINE
Registration Number:	1051092	DEMSER
Registration Number:	789575	EDECRIN
Registration Number:	1156075	LACRISERT
Registration Number:	582261	MEPHYTON
Registration Number:	1510660	SYPRINE

CORRESPONDENCE DATA

Fax Number: (908)423-1372  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 908-423-4262  
 Email: robert\_peverada@merck.com  
 Correspondent Name: Merck & Co., Inc.  
 Address Line 1: One Merck Drive, P. O. Box 100  
 Address Line 4: Whitehouse Station, NEW JERSEY 08889-0100

CH \$190.00 689024

NAME OF SUBMITTER:	Robert Peverada
Signature:	/robert peverada/
Date:	08/31/2006
<b>Total Attachments: 4</b> source=Yellowstone-Assignments#page1.tif source=Yellowstone-Assignments#page2.tif source=Yellowstone-Assignments#page3.tif source=Yellowstone-Assignments#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter the "Assignment") made effective as of the 30<sup>th</sup> day of June, 2006, by and between Merck & Co., Inc., a New Jersey corporation ("Assignor") and Aton Pharma, Inc., a Delaware corporation, (hereinafter "Assignee").

WHEREAS, the parties have entered into that certain Contribution Agreement dated as of June 30, 2006 (the "Contribution Agreement"), and

WHEREAS, in connection with the transactions contemplated by the Contribution Agreement, the parties have decided to enter into a formal agreement assigning to Assignee the Assigned Trademarks, see Schedule A (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 Contribution 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 United States along with the goodwill of the business associated therewith.

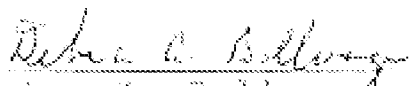
3. MISCELLANEOUS

- 3.1 Representations, Warranties, Covenants and Indemnification Provisions of Contribution Agreement. The representations, warranties and covenants relating to Assigned Product Trademarks contained in the Contribution Agreement, and the indemnification provisions relating thereto, shall apply to this Assignment.
- 3.2 Incorporation of the Contribution Agreement. The parties expressly acknowledge and agree that the provisions of the Contribution 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 Contribution Agreement, the Contribution 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 Contribution Agreement and this Assignment, including execution and delivery of such documents with respect to particular Marks relating to the Products in the United States.

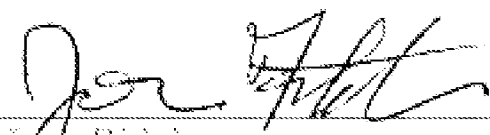
3.4 Counterparts. This Assignment may be executed (by facsimile or otherwise) in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.

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

MERCK & CO., INC.

  
Debra A. Bollwage  
Senior Assistant Secretary

ATON PHARMA, INC.

  
Jon Pilderman  
Secretary

SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
AQUAMEPHYTON	689024
CUPRYMINE	760911
DEMSEK	1051092
ROBECRIN	789575
LACRISERT	1156075
MEPHYTON	582261
SYPRINE	1510660