

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
Reliant Pharmaceuticals, Inc.		08/18/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Guardian II Acquisition Corporation		
Street Address:	1000 Winter Street		
Internal Address:	Suite 2200		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3101801	ANTARA	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 981-4547		
Email:	leonardm@pepperlaw.com		
Correspondent Name:	Michael J. Leonard, Esquire		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	131962.3		
NAME OF SUBMITTER:	Michael J. Leonard, Esquire		
Signature:	/michael leonard/		

OP \$40.00 3101801

Date:

09/27/2006

Total Attachments: 6

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ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (this "Assignment of Trademark") is made as of this 18th day of August, 2006, by and between Reliant Pharmaceuticals, Inc., a Delaware corporation ("Reliant"), and Guardian II Acquisition Corporation, a Delaware corporation ("Oscient").

WHEREAS, Reliant, Oscient and Oscient Pharmaceuticals Corporation, a Massachusetts corporation, have entered into that certain Asset Purchase Agreement, dated as of July 21, 2006 (the "Asset Purchase Agreement");

WHEREAS, Reliant has adopted and used and is using in commerce the mark "Antara®" (registration no. 3101801), together with all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue and recover for past, present and future infringement thereof (the "Product Trademark"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Reliant wishes to transfer to Oscient, and Oscient wishes to acquire from Reliant, the Product Trademark and the goodwill related thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed that:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment of Trademark shall have the meanings set forth in the Asset Purchase Agreement.

2. Conveyance and Acceptance. Reliant hereby assigns, transfers and conveys to Oscient Reliant's entire right, title and interest in and to the Product Trademark, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to the Product Trademark, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement thereof, (c) grant licenses or other interests therein, and (d) otherwise fully and entirely stand in the place of Reliant in all matters related thereto. The foregoing includes, and Reliant hereby assigns, transfers and conveys to Oscient, all goodwill symbolized by the Product Trademark. Oscient accepts such assignment, and assumes (and shall pay, perform and discharge when due) all obligations with respect to the Product Trademark from and after the date hereof.

3. Further Action. Reliant agrees, at Oscient's expense, to do all acts and take such further action, including the execution and acknowledgment of such additional documents as Oscient may reasonably request to carry out and fulfill the purposes and intent of this Assignment of Trademark.

4. Miscellaneous.

(a) This Assignment of Trademark shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

(b) This Assignment of Trademark (including any claim or controversy arising out of or relating to this Assignment of Trademark) shall be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York (other than Section 5-1401 of the General Obligations Law). The parties hereto agree that any disputes which may arise out of this Assignment of Trademark which relate to either party's rights and/or obligations hereunder shall be resolved in accordance with the provisions contained in the Asset Purchase Agreement.

(c) This Assignment of Trademark may be amended or modified only by a written instrument executed by all of the parties hereto.

(d) If any term, provision, covenant or restriction of this Assignment of Trademark is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy such determination shall not affect the enforceability of any others or of the remainder of this Assignment of Trademark. Upon such determination that any provision of this Assignment of Trademark (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment of Trademark so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(e) This Assignment of Trademark may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark to be executed by their respective officers thereunto duly authorized as of the date first above written.

RELIANT PHARMACEUTICALS, INC.

By: _____

Name:
Title:

JOSEPH ZAKRZEWSKI
CHIEF OPERATING OFFICER

APPROVED BY
LEGAL DEPT.

GUARDIAN II ACQUISITION
CORPORATION

By: _____

Name:
Title:

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK]

STATE OF New Jersey }
 } ss
COUNTY OF Summit }

On this 18th day of August, 2006, before me personally appeared Joseph Zakezauski to me personally known, who, being duly sworn, did say that he/she is the COO of Reliant Pharmaceuticals, Inc., and that he/she duly executed the foregoing instrument for and on behalf of Reliant Pharmaceuticals, Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Theresa H. Caldwell
Notary Public

THERESA H. CALDWELL
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 6, 2009

STATE OF _____ }
 } ss
COUNTY OF _____ }

On this ____ day of _____, 2006, before me personally appeared _____ to me personally known, who, being duly sworn, did say that he/she is the _____ of Guardian II Acquisition Corporation and that he/she duly executed the foregoing instrument for and on behalf of Guardian II Acquisition Corporation being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

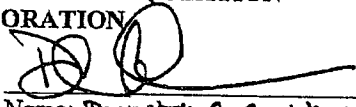
Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark to be executed by their respective officers thereunto duly authorized as of the date first above written.

RELIANT PHARMACEUTICALS, INC.

By: _____
Name:
Title:

GUARDIAN II ACQUISITION
CORPORATION

By: 
Name: Donald C. Colangelo
Title: VICE-PRESIDENT

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK]

STATE OF _____ }
 } SS
COUNTY OF _____ }

On this ____ day of _____, 2006, before me personally appeared _____ to me personally known, who, being duly sworn, did say that he/she is the _____ of Reliant Pharmaceuticals, Inc., and that he/she duly executed the foregoing instrument for and on behalf of Reliant Pharmaceuticals, Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Notary Public

STATE OF MASSACHUSETTS }
 } SS
COUNTY OF MIDDLESEX }

On this 17th day of AUGUST, 2006, before me personally appeared DOMINIC C. COLAOGELLO to me personally known, who, being duly sworn, did say that he/she is the VICE PRESIDENT of Guardian II Acquisition Corporation and that he/she duly executed the foregoing instrument for and on behalf of Guardian II Acquisition Corporation being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Carolyn A. Grasso
Notary Public
MY COMMISSION EXPIRES MARCH 5, 2010