

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
Solvay Pharmaceuticals, Inc.		03/30/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Alaven Pharmaceutical, LLC		
Street Address:	2260 Northwest Parkway		
Internal Address:	Suite A		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1461626	ROWASA	
CORRESPONDENCE DATA			
Fax Number:	(770)541-7448		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	770-541-7444		
Email:	apatel@mkiplaw.com		
Correspondent Name:	Myers & Kaplan, LLC		
Address Line 1:	1899 Powers Ferry Road		
Address Line 2:	Suite 310		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	27360-TA2		
NAME OF SUBMITTER:	Ashish D. Patel		
Signature:	/Ashish D. Patel/		

OP \$40.00 1461626

Date:

10/11/2006

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARKS
FROM
SOLVAY PHARMACEUTICALS, INC.
TO
ALAVEN PHARMACEUTICAL, LLC**

This ASSIGNMENT OF TRADEMARKS is dated as of the 3rd day of April, 2006 ("Assignment"), and is made from Solvay Pharmaceuticals, Inc. a Georgia corporation with its principal place of business at 901 Sawyer Road, Marietta, Georgia 30062 (hereinafter "Assignor") to Alaven Pharmaceutical, LLC, a Delaware Limited Liability Corporation with its principal place of business at 2260 Northwest Parkway, Suite A, Marietta, Georgia 30067 (hereinafter "Assignee").

WHEREAS, Assignor, owns all rights, title and interest to the ROWASA® and BALNEOL® TRADEMARKS (hereinafter collectively "TRADEMARKS"), and Assignor wishes to transfer to Assignee the TRADEMARKS and the goodwill associated with the TRADEMARKS, and Assignee wishes to acquire the TRADEMARKS and the goodwill associated with the TRADEMARKS;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Rights. Assignor hereby sells, transfers, conveys, delivers and assigns to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all rights, title, and interests in and to the TRADEMARKS, including without limitation the goodwill symbolized by the TRADEMARKS, all registrations and applications for registration thereof, all common law rights in the TRADEMARKS, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for past infringement of said TRADEMARKS, and all records and files relating to the TRADEMARKS.
2. Recordation. The Assignor hereby authorizes the United States Patent and Trademarks Office, and, as appropriate, the corresponding officials in the several states, to record the Assignee as the owner of the TRADEMARKS ROWASA® and BALNEOL® and issue in accordance with this Assignment all registrations of the TRADEMARKS and all applications for any of the same, which are assigned to the Assignee by this Assignment or which relate to the subject matter so assigned.
3. Further Assurances. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. Assignor will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the TRADEMARKS before any administrative, government or other tribunal.

4. No Conflicting Uses, Inconsistent Grants. Assignor agrees that it will not utilize or seek to utilize the TRADEMARKS or the goodwill associated therewith any where in the world. Assignor hereby represents and warrants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.
5. Parties in Interest. This Assignment shall inure to the benefit of the Assignee and its successors, assigns and legal representatives, and shall be binding upon the Assignor and its successors, assigns and legal representatives.
6. Governing Law. This Assignment will be governed by the laws of the United States of America and the State of Georgia without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of TRADEMARKS under seal as of the date first set forth above.

SOLVAY PHARMACEUTICALS, INC.

By: *Peter G. Edwards*
 Name: Peter G. Edwards, Esq.
 Title: Senior Vice President and General Counsel

Accepted:

LEGAL REVIEW
 V. HARRISON
 DATE: 3/30/06

ALAVEN PHARMACEUTICAL, LLC

By: *Balaji Venkata*
 Name: *Balaji Venkata Ramen*
 Title: *CEO*

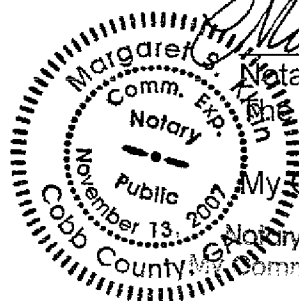
NOTARY PUBLIC CERTIFICATION

State of Georgia
 County of Cobb

This instrument was executed before me on this 30th day of March 2006, by Peter G. Edwards, Esq., the Senior Vice President and General Counsel of Solvay Pharmaceuticals, Inc. a Georgia corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Margaret Klein
 Notary Public in and for
 the State of Georgia
 My Commission Expires: _____
 Notary Public, Cobb County, Georgia
 Commission Expires November 13, 2007



NOTARY PUBLIC CERTIFICATION

State of Georgia
County of Cobb

This instrument was executed before me on this 30th day of March 2006, by Balaji Venkatesam the CEO of Alaven Pharmaceutical, LLC a Delaware Limited Liability Corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Margaret S Klein
 Comm. Notary Public in and for
 The State of Georgia
 My Commission Expires: _____
 November 13, 2007
 Cobb County, GA
 Notary Public, Cobb County, Georgia
 My Commission Expires November 13, 2007