

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
TEAMM Pharmaceuticals, Inc.		10/27/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Victory Pharma, Inc.		
Street Address:	12707 High Bluff Drive		
Internal Address:	Suite 200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2943009	XODOL	
CORRESPONDENCE DATA			
Fax Number:	(858)509-4010		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	619 234 5000		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Pillsbury Winthrop Shaw Pittman/G Holley		
Address Line 1:	11682 El Camino Real		
Address Line 2:	Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	80723.358921		
NAME OF SUBMITTER:	Gabrielle Holley		
Signature:	/GAHolley/		

CH \$40.00 2943009

Date:

11/29/2006

Total Attachments: 2

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[EXHIBIT E]

TRADEMARK ASSIGNMENT
(NUNC PRO TUNC)

Whereas, **TEAMM Pharmaceuticals, Inc.**, a Florida Corporation having a place of business at 2501 Aerial Center Parkway, Morrisville, NC 27560, (“ASSIGNOR”) has adopted, owned and used the trademark **XODOL**, registered in the U.S. Patent and Trademark Office, Registration Number **2943009** on **April 19, 2005**; and

Whereas, **VICTORY PHARMA, INC.**, a California corporation, with its principal place of business at 12707 High Bluff Drive, Suite 200, San Diego, California 92130, USA, (“ASSIGNEE”) is desirous of acquiring said mark and the registration thereof;

Whereas, pursuant to and as set forth in that certain Asset Purchase Assignment between ASSIGNOR and ASSIGNEE dated October 27, 2006, ASSIGNOR assigns the trademark **XODOL**, the registration thereof and the goodwill associated therewith to ASSIGNEE;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR agrees that ASSIGNOR hereby assigned unto ASSIGNEE nunc pro tunc effective as of October 27, 2006, all right, title and interest in and to the trademark **XODOL** throughout the world, the above-identified registration thereof, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such registered trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur .

In testimony Whereof, **ASSIGNOR**, as represented by one of its officers, has signed this instrument this ____th day of October 2006.

TEAMM Pharmaceuticals, Inc.

By: *Nicholas J. LeV...*
Name:

SWORN to and SUBSCRIBED before me this 27th day of Oct., 2006

Elizabeth D. Radtke
Notary Public

