

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
Orphan Medical		04/24/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	QOL Medical LLC		
Street Address:	12419 198th Drive NE		
City:	Woodinville		
State/Country:	WASHINGTON		
Postal Code:	98072		
Entity Type:	COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74620305	ELLIOTTS B	
CORRESPONDENCE DATA			
Fax Number:	(612)604-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	scrain@winthrop.com		
Correspondent Name:	Sarah A Crain		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	11782.4		
NAME OF SUBMITTER:	Sarah A. Crain		
Signature:	/Sarah A. Crain/		
Date:	03/08/2007		

OP \$40.00 74620305

Total Attachments: 3

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ASSET PURCHASE AND SALE AGREEMENT

This asset purchase and sale agreement (this "Agreement") is entered into as of April 24, 2003 by and between ORPHAN MEDICAL, INC., a Delaware corporation with its principal place of business at 13911 Ridgedale Drive, Suite 250, Minnetonka, MN 55305 (hereinafter referred to as "ORPHAN"), and QOL Medical LLC, a Delaware company with its principal place of business at 12419 – 198th Drive NE, Woodinville, WA 98072 (hereinafter referred to as "QOL").

WITNESSETH:

WHEREAS, ORPHAN wishes to sell and assign to QOL, and QOL wishes to purchase and acquire from ORPHAN, all of ORPHAN's right to and interest in the PRODUCT (as defined below), including ORPHAN's interest in certain licenses and distributor and supply agreements relating to the PRODUCT.

NOW THEREFORE, in consideration of the premises, the respective commitments of the parties set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ORPHAN and QOL agree as follows:

ARTICLE 1 PURCHASE AND SALE COMMITMENT

On the Closing Date, but subject to the satisfaction of the conditions set forth in article 5, ORPHAN shall sell, transfer and assign to QOL, and QOL shall purchase and acquire from ORPHAN, all of ORPHAN's right, title and interest in and to the following assets (the "Assets"):

- (a)
- (b)
- (c)
- (d) All intellectual property rights to and interest in the PRODUCT, including all improvements or enhancements to the PRODUCT that ORPHAN has developed and all documentation related thereto;
- (e) The trademark Elliotts B[®], the U.S. registration of such trademark (# 74/620,305), the Israeli registration of such trademark (# 117151) and all goodwill attributable thereto;
- (f)
- (g)

(h) All goodwill attributable to ORPHAN's business relating to the
PRODUCT.

ARTICLE 2
CONSIDERATION

2.1

2.2

ARTICLE 3
ASSUMPTION OF OBLIGATIONS

3.1

3.2

(a)

(b)

ARTICLE 4
COVENANTS

(a)

(b)

f

8.5

8.6

8.7

8.8

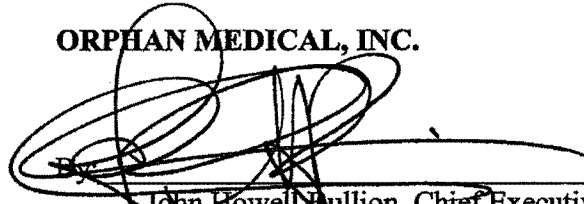
IN WITNESS WHEREOF, ORPHAN and QOL have caused this Asset Purchase and Sale Agreement to be executed by the respective duly authorized officers as of the date set forth in the first paragraph.

QOL MEDICAL LLC

By: _____

Trevor G. Blake
Trevor G. Blake, President

ORPHAN MEDICAL, INC.



John Howell Bullion, Chief Executive Officer