

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
Merck & Co., Inc.		03/21/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Iroko Pharmaceuticals, LLC		
Street Address:	2005 Market Street, Suite 2030		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0717773	ALDOMET	
CORRESPONDENCE DATA			
Fax Number:	(512)542-5229		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512-320-9247		
Email:	pat-tmk@andrewskurth.com		
Correspondent Name:	Clarissa Marischen		
Address Line 1:	111 Congress Avenue, Suite 1700		
Address Line 4:	Austin, TEXAS 78731		
ATTORNEY DOCKET NUMBER:	173441		
NAME OF SUBMITTER:	Clarissa Marischen		
Signature:	/clarissa marischen/		
Date:	04/23/2007		

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Total Attachments: 14

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EXECUTION COPY

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made and effective as of the 21st day of March 2007 (“**Effective Date**”), by and between **Merck & Co., Inc.**, a New Jersey corporation (“**Merck**”) and **Merck and Company, Incorporated**, a Delaware corporation (“**MACI**,” and hereinafter collectively with Merck, “**Assignor**”) and **Iroko Pharmaceuticals, LLC**, a Delaware limited liability company (hereinafter “**Assignee**”).

WHEREAS, the Parties have entered into that certain Master Purchase and Sale Agreement dated as of the date hereof (the “**Master Agreement**”) regarding the sale and/or license of certain assets related to certain Products; and

WHEREAS, Merck and certain of its Affiliates own the Assigned Trademarks (as defined below), and Merck wishes to sell, transfer and assign or cause to be sold, transferred and assigned to Assignee all of the rights and interest that Merck and its Affiliates have in the Assigned Trademarks; and

WHEREAS, Merck granted to MACI an exclusive license to certain of the Assigned Trademarks and MACI wishes to sell, transfer and assign any rights and interest it may have to the Assigned Trademarks under such license; and

WHEREAS, in connection with the transactions contemplated by the Master Agreement, the Parties have decided to enter into a formal agreement covering the assignment and transfer of the Assigned Trademarks; and

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 Master Agreement.

1.1 “**Assigned Trademarks**” shall mean the trademark registrations set forth on **Exhibit A**.

2. ASSIGNMENT

2.1 Assignor hereby assigns and transfers, and agrees to cause its Affiliates to assign and transfer, to Assignee all of its and their rights, title and interest in and to the Assigned Trademarks and the goodwill of the business symbolized by each such Assigned Trademark in the applicable country; provided that Assignee shall enter into the Assumption Agreement with Assignor attached hereto as **Exhibit B**, to assume certain rights and obligations of Assignor and its Affiliates to Ovation Pharmaceuticals, LLC.

2.2 This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other applicable country for cancellation or opposition or other proceeding in connection with said Assigned Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor and its Affiliates had this assignment not been made.

3. MISCELLANEOUS

3.1 **Representations, Warranties, Covenants and Indemnification Provisions of Master Agreement.** The representations, warranties and covenants relating to Assigned Trademarks contained in the Master Agreement, and the indemnification provisions relating thereto, are incorporated herein by reference.

3.2 **Further Assurances.** Each Party, upon the written request and at the expense of the other Party, shall provide such reasonable cooperation, shall perform such further reasonable acts, and shall execute and deliver such reasonable documents and affidavits that may be necessary to effect the assignment and transfer of the Assigned Trademarks in accordance with the intent of the Master Agreement and this Trademark Assignment Agreement, including execution and delivery of such documents with respect to particular Assigned Trademarks in the Territory.

3.3 **Applicable Law.** This Agreement shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise be resolved in accordance with the substantive laws of the State of New York without reference to any rules of conflict of laws or renvoi.

3.4 **Counterparts.** This Trademark Assignment Agreement 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.

[Signatures on following page]

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

MERCK & CO., INC.

By: *Robert E. Dolan*
Name: *ROBERT E. DOLAN*
Title: *vice president, Strategic Initiatives and External Manufacturing*
on behalf of Willie A. Oprea

MERCK AND COMPANY, INCORPORATED

By: _____
Name:
Title:

IROKO PHARMACEUTICALS, LLC

By: _____
Name:
Title:

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

MERCK & CO., INC.

By: _____
Name:
Title:

MERCK AND COMPANY, INCORPORATED

By: Donald M. Hill
Name: DONALD M. HILL
Title: PRESIDENT

IROKO PHARMACEUTICALS, LLC

By: _____
Name:
Title:

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

MERCK & CO., INC.

By: _____
Name:
Title:

MERCK AND COMPANY, INCORPORATED

By: _____
Name:
Title:

IROKO PHARMACEUTICALS, LLC

By: _____
Name: *MARGIE J. MARSH*
Title: *BOARD CHAIRMAN*

Exhibit A - Assigned Trademarks

(A) Methyldopa Trademarks

Country	Trademark	Registration Number
Afghanistan	ALDOMET	109
African Union Territories (OAPI)	ALDOMET	5769
Algeria	ALDOMET	49721
Argentina	ALDOMET	2069208
Aruba	ALDOMET	19733
Australia	ALDOMET	163450
Austria	ALDOMETIL	48741
Austria	ALDOMET	240438
Bangladesh	ALDOMET	1919
Benelux	ALDOMET	71150
Benelux	ALDOMET	39779
Bermuda	ALDOMET	20544
Bolivia	ALDOMET	54211A
Botswana	ALDOMET	SA3456
Brazil	ALDOMET	6007821
Brunei Darussalam	ALDOMET	15827
Bulgaria	ALDOMET	4227
Burundi	ALDOMET	3691BUR
Canada	ALDOMET	121794
China (Peoples Republic)	ALDOMET	176955
Colombia	METELOR	
Colombia	ALDOMET	49540
Congo, Democratic Republic of	ALDOMET	871A
Costa Rica	ALDOMET	24475
Cyprus, Republic of	ALDOMET	6912
Denmark	ALDOMET	VR196100439
Dominican Republic	ALDOMET	11739
Ecuador	ALDOMET	20497
El Salvador	ALDOMET	8190Book28
Fiji	ALDOMET	554214146
Finland	ALDOMET	38455
France	ALDOMET	1326994
Georgia	ALDOMET	11145
Ghana	ALDOMET	13388
Greece	ALDOMET	26218

Guatemala	ALDOMET	17120
Guinea	ALDOMET	2366G
Haiti	ALDOMET	8REG129
Honduras	ALDOMET	11666
Hong Kong	ALDOMET (In Chinese)	19701407
Hong Kong	ALDOMET	18361
Iceland	ALDOMET	1161961
India	ALDOMET	198767
Iran	ALDOMET	21164
Iraq	ALDOMET	
Ireland	ALDOMET	62726
Israel	ALDOMET	19081
Italy	ALDOMET	902387
Jamaica	ALDOMET	35529
Japan	ALDOMET (In Katakana)	665271
Japan	ALDOMET	592873
Jersey	ALDOMET	3092
Kenya	ALDOMET	12517
Lesotho	ALDOMET	LSM9400359
Liberia	ALDOMET	305942370
Libya	ALDOMET	28533546
Liechtenstein	ALDOMET	240438
Macao	ALDOMET	4727M
Malawi	ALDOMET	90063
Malaysia	ALDOMET-M	8905288
Malaysia	ALDOMET	M34738
Malta	ALDOMET	7296
Mauritius	ALDOMET	240
Mexico	ALDOMET	104382
Monaco	ALDOMET	240438
Morocco	ALDOMET	35066
Mozambique	ALDOMET	
Myanmar	ALDOMET	700FOR1968

Namibia	ALDOMET	630363
Netherlands Antilles	ALDOMET	2780
New Zealand	ALDOMET	67278
Nicaragua	ALDOMET	11284
Nigeria	ALDOMET	14914
Norway	ALDOMET	56773
Panama	ALDOMET	7501
Paraguay	ALDOMET	241368
Peru	ALDOMET	42001
Philippines	ALDOMET	3238
Portugal	ALDOMET	167968
Russian Federation	ALDOMET (In Cyrillic)	155255
Rwanda	ALDOMET	4536GRK
Sabah	ALDOMET-FORTE	S14587
San Marino	ALDOMET	240438
Seychelles	ALDOMET	1755
Sierra Leone	ALDOMET	6927
Singapore	ALDOMET	T6027566C
Somalia	ALDOMET	2914
South Africa	ALDOMET	603583
Spain	ALDOMET FORTE	419218
Sudan	ALDOMET	8638
Swaziland	ALDOMET	1671972SA
Sweden	ALDOMET	100586
Switzerland	ALDOMET	308724
Taiwan	ALDOMET (In Chinese)	12006
Taiwan	ALDOMET	12005
Tangier	ALDOMET	R6529
Tanzania	ALDOMET	9061
Trinidad and Tobago	ALDOMET	3603
Tunisia	ALDOMET	EE961872
Turkey	ALDOMET	89126
Uganda	ALDOMET	8308

United Kingdom	ALDOMET	812099
United States of America	ALDOMET	717773
Uruguay	ALDOMET	342302
Uzbekistan	ALDOMET	2087
Venezuela	ALDOMET	42324F
Viet Nam	ALDOMET	240438
Zambia	ALDOMET	90063
Zanzibar	ALDOMET	9281
Zimbabwe	ALDOMET	90063

(B) Indomethacin Trademarks

Country	Trademark	Registration Number
African Union Territories (OAPI)	INDOCID	5776
African Union Territories (OAPI)	CHRONO-INDOCID	23897
Algeria	INDOCID	049717
Algeria	CHRONO-INDOCID	65771
Argentina	INDOCID	1093422
Aruba	INDOCID	19717
Australia	INDOCID P.D.A.	535434
Australia	INDOCID	177240
Bangladesh	INDOCID	1910
Barbados	INDOCID	81004203
Bermuda	INDOCIN	20484
Bermuda	INDOCID	20540
Bolivia	INDOCID	63097A
Botswana	INDOCID-R	9723
Botswana	INDOCID	3422
Brazil	INDOCID-A	815150733
Brazil	INDOCID	003743560
Brunei Darussalam	INDOCID	17371
Bulgaria	INDOCID	4264
Burundi	INDOCID	2571BUR
Canada	INDOSMOS	283665
Canada	INDOS	277974
Canada	INDOCID-SR	253244
Canada	INDOCID P.D.A.	298129
Canada	INDOCID	132605
Chile	INDOCID	432422
China (Peoples Republic)	INDOCID	176963
Colombia	INDOCID	54072
Congo, Democratic Republic of	INDOCID	872A
Congo, Democratic Republic of	CHRONO-INDOCID	70086
Costa Rica	INDOCID	2705118976
Cuba	INDOCIN	127957
Cyprus, Republic of	INDOCID	7910
Dominican Republic	INDOCID-M	22261

Dominican Republic	INDOCID	12661
Dominican Republic	AMUNO	10407
Ecuador	INDOCID-M	3344
Ecuador	INDOCID	16093
El Salvador	INDOCID	10641Book30
Fiji	INDOCID	5561
Gambia	INDOCID	
Gaza District	INDOMED with Arabic	2376
Ghana	INDOCID	14065
Guatemala	INDOCID	15360
Guinea	INDOCID	1585G
Haiti	INDOCID	195Reg142
Honduras	INDOCID	12059
Hong Kong	INDOCID-R	427191
Hong Kong	INDOCID (In Chinese)	199916336
Hong Kong	INDOCID	49063
India	OSMOS	
India	INDOCID	212604
Indonesia	INDOCID	
Iran	INDOCID	23764
Israel	INDOMED with Hebrew	30029
Israel	INDOCIN	88406
Israel	INDOCID	21409
Jamaica	INDOCID-M	16466
Jamaica	INDOCID	16291
Japan	INDACIN-R 37.5 (In Katakana)	1488017
Japan	INDACIN-R 37.5	1488016
Japan	INDACIN-R (In Katakana)	1488015
Japan	INDACIN-R	1488014
Japan	INDACIN (In Katakana)	698888

Japan	INDACIN	689563
Kenya	INDOCID	12518
Korea, Republic of	INDOCIN (In Korean)	128350
Lesotho	INDOCID	LSM9002942
Liberia	INDOCID	305942381
Libya	INDOCID	28523545
Macao	INDOCID	3221M
Malaysia	INDOCID	M39076563
Mauritius	INDOCID	93
Mexico	INDOCID	112020
Morocco	OSMOS	79610
Morocco	INDOCID	83992
Morocco	CHRONO-INDOCID	74623
Mozambique	INDOCID	
Myanmar	INDOCID-R	179089
Myanmar	INDOCID-M	7271973
Namibia	INDOCID-R	69678
Namibia	INDOCID	675164
Netherlands Antilles	INDOCID	02750
New Zealand	INDOCID-R	167735
New Zealand	INDOCID	72160
Nicaragua	INDOCID	12920
Nigeria	INDOCID	14973
Pakistan	INDOCID	38263
Panama	INDOCID	038169
Peru	INDOCID	14930
Philippines	INDOCID	
Rwanda	INDOCID	3472ERK
Sabah	INDOCID	17047
Sarawak	INDOCID	12388
Seychelles	INDOCID	1768
Sierra Leone	INDOCID	6926
Singapore	INDOCID	32022
Somalia	INDOCID	2947
South Africa	INDOCID-R	784486
South Africa	INDOCID	624235
Sri Lanka	INDOCID	24168
Sudan	INDOCID	8756

Swaziland	INDOCID-R	4501986SA
Swaziland	INDOCID	20572SA
Taiwan	INDOCID-R	994277
Taiwan	INDOCID (In Chinese)	16363
Taiwan	INDOCID	15735
Tangier	INDOCID	R6531
Tanzania	INDOCID	9060
Thailand	INDOCIN (In Thai)	Kor85709
Thailand	INDOCIN	Kor81070
Trinidad and Tobago	INDOCID	3601
Tunisia	INDOCID	EE920498
Tunisia	CHRONO-INDOCID	21883
Uganda	INDOCID	8311
Uruguay	INDOCID	346559
Venezuela	INDOCID	46555
West Bank	INDOMED with Arabic	3160
Zambia	INDOCID	39264
Zanzibar	INDOCID	8581
Zimbabwe	INDOCID-R	69086

Exhibit B – Assumption Agreement