

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/02/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Smithkline Beecham Corporation (d/b/a GlaxoSmithKline)		07/02/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	JDS Pharmaceuticals, LLC
Street Address:	405 Lexington Avenue
Internal Address:	The Chrysler Building
City:	New York
State/Country:	NEW YORK
Postal Code:	10174
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	72310987	ESKALITH
Serial Number:	73377034	ESKALITH CR

CORRESPONDENCE DATA

Fax Number: (212)688-7273
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 371.8008
 Email: rcarter@golawintl.com
 Correspondent Name: D. Reeves Carter, Esq,
 Address Line 1: 600 Madison Avenue -- 14th Floor
 Address Line 2: GUZOV OFSINK,LLC
 Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	D. Reeves Carter
--------------------	------------------

CH \$65.00 72310987

Signature:

/d. reeves carter/

Date:

08/02/2007

Total Attachments: 4

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Trademark Assignment") is entered into as of July 2, 2007, by and between SMITHKLINE BEECHAM CORPORATION, a Pennsylvania corporation, d/b/a GlaxoSmithKline ("Assignor"), and JDS PHARMACEUTICALS, LLC, a Delaware limited liability company ("Assignee"). Each of the Assignor and the Assignee will be known as a "Party", and collectively referred to as the "Parties."

RECITALS

WHEREAS, each of the Assignor and the Assignee has entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), pursuant to which the Assignee will purchase from the Assignor and the Assignor will sell to the Assignee all of the Assignor's right, title and interest in and to the Acquired Assets on the Closing Date, all on the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, the Assignor desires to assign its entire right, title and interest in and to each of the Trademarks (as set forth in Annex A hereto) to the Assignee;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Assignment.**

The Assignor hereby assigns, transfers, grants, sells, and otherwise conveys to the Assignee, its successors, legal representatives and assigns, its entire right, title, and interest in and to the Trademarks, including all statutory and common law rights therein and all applications to register therefor, including the applications and registrations identified on Annex A hereof, and including any and all renewals and extensions of the Trademarks, free and clear of all Encumbrances except for Encumbrances created by or imposed on the Assignee after the Closing Date through no act or fault of the Assignor, together with the good will of the business symbolized by and associated with the Trademarks, including all claims for damages, profits or recoveries by reason of infringements of the Trademarks and the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of their successors, assigns, and other legal representatives.

The Assignor hereby authorizes and requests the United States Register of Patents, Copyrights and Trademarks, and, as appropriate, the corresponding officials in the several states, to record the Assignee as the owner of and to issue in accordance with this Assignment all registrations of Trademark 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.

2. **General.**

(a) This Trademark Assignment is being delivered in connection with the Asset Purchase Agreement and is subject to, and is entitled to the benefits in respect of, the Asset Purchase Agreement. The Assignor agrees that the Transferred Trademarks are to be held and enjoyed by the Assignee, its successors and assigns, for their own use as fully and entirely to the same extent as the Trademarks would have been held and enjoyed by Assignor had this assignment not been made.

(b) Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Trademarks. Assignor agrees to, at the cost and expense of the Assignee, sign and deliver all certificates, instruments, papers and documents, and do all acts necessary or required to be done for the recordation of this assignment of the Trademarks to the Assignee. The Assignee may record this Trademark Assignment in any and all trademark offices in the Territory, such as the United States Patent and Trademark Office.

(c) This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns.

(e) This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

(f) All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

3. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

[Signature page follows]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized officer of the Assignor as of the date first written above.

ASSIGNOR:

SMITHKLINE BEECHAM CORPORATION
(d/b/a GlaxoSmithKline)

By: Donald F. Parman
Name: Donald F. Parman
Title: Vice President & Secretary

Annex A

Trademarks:

Trademark	Country	Serial No.	Reg. No.	Reg. Date	Status	Renewal Date
Eskalith	United States	72310987	0869964	May 27, 1969	Renewed	May 27, 1989
Eskalith CR	United States	73377034	1263366	January 10, 1984	Renewed	January 10, 2004