

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wyeth Holdings Corporation		02/07/2006	CORPORATION: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triax Pharmaceuticals LLC		
<b>Street Address:</b>	20 Commerce Drive		
<b>City:</b>	Cranford		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07016		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0877677	MINOCIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202.739.5965		
<b>Email:</b>	trademarks@morganlewis.com		
<b>Correspondent Name:</b>	Joseph E. Washington		
<b>Address Line 1:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 2:</b>	1111 Pennsylvania Avenue, NW, Attn.:TMSU		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	63377-0001		
<b>NAME OF SUBMITTER:</b>	Joseph E. Washington		
<b>Signature:</b>	/Joseph E. Washington/		
<b>Date:</b>	08/29/2007		

CH \$40.00 0877677

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT dated as of February 7, 2006 (this "Assignment"), by and between Wyeth Holdings Corporation, a Maine corporation, having offices at Five Giralda Farms, Madison, New Jersey 07940 ("Assignor") and Triax Pharmaceuticals LLC, a Delaware limited liability company, with offices at 20 Commerce Drive, Cranford, New Jersey 07016 ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement dated as of the date hereof by and among Sellers (as defined therein) and Assignee.

Assignor is the owner of the entire right, title and interest in and to the Trademarks and registrations and domain name registrations granted in respect thereof, all as set forth on the attached Schedule in the United States and Puerto Rico (the "Territory"), including all common law rights in the Territory and any logo designs and trade dress exclusively related to Trademarks in the Territory and all goodwill associated therewith.

Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademarks and

Assignor makes this Agreement pursuant to the Asset Purchase Agreement under which Assignee purchased certain Purchased Assets (as defined therein) from Sellers, including but not limited to the Trademarks and the products therefore.

NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in the United States and Puerto Rico as of the date hereof, in and to the Trademarks, together with the goodwill of the business symbolized by said Trademarks, free and clear of any Encumbrances as defined in the Asset Purchase Agreement (other than permitted Encumbrances as defined in the Asset Purchase Agreement).
2. Assignor will from time to time, at the request of Assignee, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as Assignee may reasonably request, in order to more effectively consummate the transactions contemplated hereby and to vest in Assignee good and marketable title to the Trademarks.
3. Assignor makes no warranty, express or implied, with respect to the Trademarks involved in this Assignment.

4. If Assignee elects to record this Assignment or any other document or transfer with the United States Patent and Trademark Office, with the Puerto Rico Trademark Office, and with any domain name registry, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

5. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Asset Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Asset Purchase Agreement, including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

6. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of New York, without giving effect to the conflicts-of-laws principles.

7. This Assignment may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

Signed at Madison, New Jersey this 7th day of February, 2006.

WYETH HOLDINGS CORPORATION

By: 

Name: William M. Haskel

Title: Vice President

## TRADEMARK SCHEDULE

TRADEMARK	COUNTRY	REG. NO.	OWNER
MINOCIN	United States	877677	Wyeth Holdings Corporation
MINOCIN	Puerto Rico	20478	Wyeth Holdings Corporation

DOMAIN NAME	EXPIRATION
minocin.com	11/17/2007
minocin.info	07/26/2007
minocin.us	04/18/2007