

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/15/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deston Therapeutics, Inc.		08/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Theragenex, LLC
Street Address:	4819 Emperor Boulevard
Internal Address:	Suite 400
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27703
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2317278	AQUATAB

CORRESPONDENCE DATA

Fax Number: (919)829-9696
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9198299600
 Email: hcoldiron@hutchlaw.com
 Correspondent Name: Holly A. Coldiron
 Address Line 1: 5410 Trinity Road
 Address Line 2: Suite 400
 Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	PALM.21000
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NAME OF SUBMITTER:	Holly A. Coldiron
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CH \$40.00 2317278

Signature:

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Date:

08/31/2007

Total Attachments: 1

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ASSIGNMENT OF TRADEMARK
AND
ACCOMPANYING REGISTRATION AND GOODWILL

Effective December 15, 2005

Effective as of the date first set forth above, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Deston Therapeutics, Inc.**, a Delaware corporation with a current address of 4819 Emperor Boulevard, Suite 400, Durham, North Carolina 27705 (Assignor) does hereby sell, assign, transfer and set over to **Theragenex, LLC**, a Delaware limited liability company with an address of 4819 Emperor Boulevard, Suite 400, Durham, North Carolina 27705 (Assignee) all of Assignor's rights, title and interest exclusively in and to U.S. Trademark Registration No. 2,917,278 (AQB MARK) (the "Mark"), any extensions or extensions of such registration, and all rights therein and therein together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, and the resulting right to recover damages and profits for past, present or future infringement of unauthorized use thereof, with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor agrees to execute and deliver, at the request of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the registration application therefor and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

Deston Therapeutics, Inc. (Assignor)


By: 

Name: **David L. Hines**

Title: **President**

Date: **12/15/2005**

Theragenex, LLC (Assignee)

By: 

Name: **David L. Hines**

Title: **President**

Date: **12/15/2005**