

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bayer Aktiengesellschaft		06/18/2007	LIMITED LIABILITY COMPANY: GERMANY

RECEIVING PARTY DATA

Name:	EUSA Pharma (Europe) Limited
Doing Business As:	DBA EUSA Pharma (Europe) Limited
Street Address:	Magdalen Centre, Oxford Science Park
City:	Oxford
State/Country:	UNITED KINGDOM
Postal Code:	OX4 4GA
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2788770	AZINTREL

CORRESPONDENCE DATA

Fax Number: (186)578-4253
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: +441865784259
 Email: zoe.evans@eusapharma.com
 Correspondent Name: Zoe Evans, EUSA Pharma
 Address Line 1: Magdalen Centre, Oxford Science Park
 Address Line 4: Oxford, UNITED KINGDOM OX4 4GA

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:

OP \$40.00 2788770

Address Line 4:

NAME OF SUBMITTER:

Zoe Evans

Signature:

/zoe.evans/

Date:

01/02/2008

Total Attachments: 7

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TRADEMARK TRANSFER AGREEMENT

between

Bayer Aktiengesellschaft

51368 Leverkusen

Germany

- hereinafter referred to as BAYER AG -

and

Bayer HealthCare AG

51368 Leverkusen

Germany

- hereinafter referred to as BHC -

- both BAYER AG and BHC together referred to as BAYER -

and

EUSA Pharma (Europe) Limited.

The Magdalen Centre

Oxford Science Park

Oxford

OX4 4GA

England

- hereinafter referred to as EUSA -

- BAYER and EUSA hereinafter individually or collectively referred to as
PARTY/PARTIES -



Recitals

WHEREAS, BAYER AG is the registered owner of several trademark applications and registrations for AZINTREL®, including Community Trademark no. 002808434, which BAYER AG holds in trust for and on account of BHC; and

WHEREAS, BAYER AG's affiliated company BHC has decided to divest all applications and registrations regarding AZINTREL® world-wide; and

WHEREAS, BAYER AG and BHC have agreed to assign or procure the assignment by BAYER AG of all of BAYER's right, title, and interest in and to the trademark applications and registrations of AZINTREL® which are listed in Annex 1.

NOW THEREFORE, the PARTIES of this Agreement agree as follows:

1 Transfer of Trademarks

1.1 BAYER herewith absolutely assigns and transfers to EUSA any and all right, title and interest in and to the TRADEMARKS. EUSA hereby accepts this transfer and assignment. The transfer and assignment under this Agreement shall take effect upon signature of this Agreement by all PARTIES (hereinafter to referred as EFFECTIVE DATE). This transfer and assignment also includes the right to sue for and to recover damages and other remedies in respect of any infringement of or acts of passing off with respect to the TRADEMARKS which may have occurred before the date of this Agreement.

1.2 BAYER AG shall deliver to EUSA or its nominated representative all records and files relating to the TRADEMARKS as soon as reasonably practicable after the EFFECTIVE DATE.

2. Recordation of Trademark Transfer

2.1 EUSA shall be responsible for the registration of the transfer of the TRADEMARKS in the official registers and for compliance with any deadlines for doing so. EUSA shall be

responsible for the preparation of all documents necessary for the recordation of the transfer of the TRADEMARKS. All costs shall be borne by EUSA. BAYER AG shall on EUSA's request and at EUSA's expense, do and execute or arrange for the doing and execution of all acts, deeds and documents reasonably necessary for the recordation of the transfer of the TRADEMARKS.

- 2.2 After the EFFECTIVE DATE BAYER AG shall hold the TRADEMARKS as nominee and trustee for and on behalf of EUSA and shall use its reasonable endeavors (subject to reimbursement of its out of pocket costs by EUSA) to maintain the TRADEMARKS until the transfer of the TRADEMARKS is recorded but for no longer than twelve (12) months. Thereafter, BAYER shall only be obliged to take action in order to maintain and renew the TRADEMARKS on the explicit instruction and costs of EUSA. If a third party initiates proceedings within the afore set period challenging the validity of the TRADEMARKS BAYER shall provide to EUSA (at EUSA's sole costs and expense) all assistance reasonably necessary in order to defend the TRADEMARKS.

3. **Validity of the Trademarks**

- 3.1 BAYER accepts no warranty for the validity of the TRADEMARKS or their registrations or for their being unencumbered by third parties' rights. However, BAYER declares that it is not aware of any legal defects or of any third party rights which could restrict the use of the TRADEMARKS by EUSA for those goods registered for, except

(a) a pending opposition to Brazilian trademark application no. 824873360 based on trademark registration no. 819349232 AZI in the name of Sigma Pharma Ltda;

(b) in China the Trademark Office cited the prior local Chinese trademarks nos. 720781 AZINTAL and 1104 507 AZINTAL against the Chinese designation of International Registration no. 787718;

(c) the Community Trademark search report also revealed prior Community Trademark no. 002680775 ACITREL of Santarus, Inc.

- 3.2 EUSA has been fully informed of the registration situation and of the past non-use of the TRADEMARKS.

4. Co-Existence Agreements

- 4.1 EUSA takes over BAYER's rights and obligations arising from the undertaking towards Argentine registration no. 1861546 ASITRIL of Labinca S.A. (Cumb S.A. merged into Labinca S.A.) which is attached hereto as Annex 2.

5. Remuneration

In consideration of the transfer of the TRADEMARKS as set out hereinabove, EUSA shall pay to BHC a remuneration of EURO 60.000,- (Euro sixty thousand) plus VAT if applicable within 30 days after signature of this Agreement.

6. Miscellaneous

- 6.1 In the event that one or more provisions of this Agreement shall or shall deem to be invalid or unenforceable, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby. In such case, the PARTIES hereto agree to recognize and give effect to such valid enforceable provision or provisions which correspond as closely as possible with the commercial intent of the PARTIES.
- 6.2 This Agreement is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany without regard to its conflict of law principals. The District Court (*Landgericht*) of Cologne (Germany) shall have exclusive jurisdiction.

Bayer Aktiengesellschaft

Leverkusen, June 15, 2007

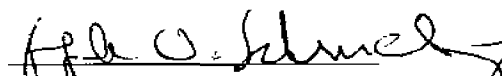


Frank Meixner

Corporate Trademarks

Bayer HealthCare AG

Leverkusen, June 18, 2007



Name: Ulrike von Schmeling

Title: Authorized signatory

TLC

EUSA Pharma (Europe) Limited.

Oxford, Bryan Morton

BRYAN MORTON

Name:

Title: CEO



UNDERTAKING

Leverkusen, 20 October 2003

Messrs.
Cumb S.A.
Buenos Aires
Argentina

Re.: Trademark Application for **AZINTREL** Serial No.
2.385.182 in class 5 in Argentina

Dear Sirs:


In relation with the above mentioned application, and as a condition to the withdrawal of your opposition against it, we hereby undertake not to file any action or right against your trademark **ASITRIL**, No. 1.861.546 and will not file any opposition against possible renewals and reapplications of this trademark in connection with the goods currently covered by the mentioned registration.

This undertaking is only valid for Argentina, and it is extensive to the parties' successors, assignees and licensees.

Thanking you for your co-operation, we remain,

Sincerely yours,

Bayer Aktiengesellschaft


Helmut Pastor
Secretary