

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Novavax, Inc. | | 02/19/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Graceway Pharmaceuticals, LLC | | |
| Street Address: | 340 Martin Luther King Jr. Blvd., Suite 500 | | |
| City: | Bristol | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37620 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2784534 | ESTRASORB | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)756-8087 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 202-756-8000 | | |
| Email: | sabrown@mwe.com | | |
| Correspondent Name: | Richard Y. Kim | | |
| Address Line 1: | 600 13th Street, N.W. | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 | | |
| ATTORNEY DOCKET NUMBER: | 081521-0011 | | |
| NAME OF SUBMITTER: | Richard Y. Kim | | |
| Signature: | /Richard Y. Kim/ | | |
| Date: | 02/21/2008 | | |

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is executed February 19, 2008, by NOVAVAX, INC., a Delaware corporation, having a place of business at 9920 Belward Campus Drive, Rockville, Maryland 20850 ("Assignor") for the benefit of GRACEWAY PHARMACEUTICALS, LLC, a Delaware limited liability company, having a place of business at 340 Martin Luther King Jr. Blvd., Suite 500, Bristol, Tennessee 37620 ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations identified on Schedule A (the "Marks"), including the goodwill of the business connected with the use of, and symbolized by, the Marks.

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, including any and all federal applications and registrations therefor.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof (the "Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets, including: (a) all right, title and interest in and to the Marks and (b) the goodwill of the business associated with the Marks.

WHEREAS, capitalized terms used in this Assignment and not defined in this Assignment shall have the meanings given to such terms in the Agreement.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, the entire right, title and interest in and to the Marks, including the goodwill of the business connected with the use of, and symbolized by, the Marks, free and clear of all Encumbrances.

Assignor shall, at Assignee's expense, take all actions and execute all documents reasonably necessary to record and perfect the interest of Assignee in and to the Marks listed on the attached Schedule A.

Nothing in this Assignment supersedes, expands or extinguishes any of the obligations, agreements, covenants or warranties of Assignor and Assignee contained in the Agreement. If any conflict exists between this Assignment and the Agreement, the Agreement shall govern and control.


This Assignment, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of New York, without giving effect to the conflicts of law principles thereof (other than Section 5-1401 of the New York General Obligations Law).

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IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks
to be executed as of the date first written above.

ASSIGNOR

NOVAVAX, INC.

By: 
Name: Ronald S. Hage Jr.
Title: SVP Commercial

SCHEDULE A

Assigned Trademarks

| Country | Mark | Application No./ Registration No. | Goods/Services | Status |
|---------------|-----------|-----------------------------------|--|----------------------------------|
| United States | ESTRASORB | 2784534 | pharmaceuticals, namely, topical hormone preparations | Registered on November 18, 2003. |
| Canada | ESTRASORB | 1291793 | pharmaceuticals, namely, topical hormone preparations | Applied for on: August 15, 2007 |
| Mexico | ESTRASORB | 703042 | pharmaceutical preparations, veterinary and hygienic; dietetic substances for medical use, food for babies; dressings, material treatment (dressings); teeth filling material and for dental moulds; disinfectants; products for destroying vermin; fungicides, herbicides | Registered on: June 20, 2001 |
| Mexico | ESTRASORB | 769226 | pharmaceutical preparations | Applied for on: March 2, 2006 |