# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SRZ Properties, Inc.		01/02/2008	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Alaven Pharmaceutical, LLC	
Street Address:	2260 Northwest Parkway	
Internal Address:	Suite A	
City:	Marietta	
State/Country:	GEORGIA	
Postal Code:	30067	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2092769	LEVSINEX
Registration Number:	0623945	LEVSIN
Registration Number:	2045931	LEVBID

# CORRESPONDENCE DATA

900099608

Fax Number: (770)541-7448

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (770) 541-7444

Email: tbonica@mkiplaw.com Correspondent Name: Myers & Kaplan, LLC Address Line 1: 3100 Cumberland Blvd.

Address Line 2: Suite 1400

Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER: 27360-TA20/21/22

NAME OF SUBMITTER: Ashish D. Patel

TRADEMARK

REEL: 003725 FRAME: 0456

Signature:	/Ashish D. Patel/
Date:	02/21/2008
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

#### **EXECUTION COPY**

## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "<u>Assignment</u>") dated as of December 31, 2007 (the "<u>Effective Date</u>") is made by SRZ Properties, Inc., a Delaware corporation ("<u>Assignor</u>"), to Alaven Pharmaceutical, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of the trademarks, and all registrations and applications therefor, specified in <u>Schedule A</u> attached (the "Trademarks").

WHEREAS, pursuant to the Asset Purchase and License Agreement, dated as of December 28, 2007, by and between Assignor and Assignee, among others, Assignee is acquiring the entire business to which the Trademarks pertains;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

Trademarks, together with (i) the registrations of the Trademarks and (ii) the goodwill of the business symbolized by and associated with the Trademarks and such registrations. This assignment includes an assignment of all rights to (A) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Trademarks, the registrations thereof or the goodwill symbolized by or associated with the Trademarks or such registrations, (B) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition, or other proceeding, in connection with the Trademarks and (C) to collect any income, royalties and payments arising after the Closing Date by virtue of the use thereof in the Territory. The rights, title and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

#### 2. Miscellaneous.

a. Assignor further covenants that it will execute and deliver, from time to time after the date hereof upon the reasonable request of Assignee, such further documents, papers, forms, and authorizations and will take all other actions that may be necessary for securing, completing or vesting in Assignee the ownership of the Trademarks, to the fullest extent possible.

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- b. This Assignment shall be exclusively interpreted in accordance with and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.
- c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
- d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark Rights to be executed by a duly authorized officer, as of the Effective Date.

SRZ PROPERTIES, INC.

By:

Title: Tim Stow Date: Director

Trademark Assignment

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COMMONWEALTH OR STATE OF  COUNTY OF  On this the July day  TIM STOW, the person who sig  DIRECTOR of Assignor and as a free act on behalf of said corporation.	of Janny, 08 before med this instrument, who acknowled that being duly authorized he signed	PHILLY JONES  me L appeared  lged that he is the  d such instrument
	Notary Public  My commission expires:  Or	death
		Attested by Phillip Jones Solicitor and Notary Windsor House,Victoria Street, Windsor, Berks, SL4 1EN, England, Tel: 01753 851591

# SCHEDULE A

<u>Trademark</u>	Country	Registration No./Serial No.
LEVSINEX	USA.	2092769 / 75088285
LEVSIN	USA	0623945 / 71691484
LEVBID	USA	2045931 / 75088282

Trademark Assignment

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**RECORDED: 02/21/2008**