

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GlaxoSmithKline		01/04/2008	CORPORATION: PENNSYLVANIA
Glaxo Group Limited		01/04/2008	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prometheus Laboratories, Inc		
<b>Street Address:</b>	9410 Carroll Park Drive		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2238126	LOTRONEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)576-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	925-472-5000		
<b>Email:</b>	jcfinnegan@townsend.com		
<b>Correspondent Name:</b>	Joseph R. Snyder		
<b>Address Line 1:</b>	Townsend and Townsend and Crew LLP		
<b>Address Line 2:</b>	Two Embarcadero Center, 8th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	021825-013300US		
<b>NAME OF SUBMITTER:</b>	Jaclyn C. Finnegan		
<b>Signature:</b>	/Jaclyn C. Finnegan/		

CH \$40.00 2238126

Date:

03/17/2008

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made as of the 4<sup>th</sup> day of January, 2008 by SmithKline Beecham Corporation d/b/a GlaxoSmithKline, a corporation organized under the laws of the Commonwealth of Pennsylvania, having a place of business at One Franklin Plaza, Philadelphia, PA 19101 and Glaxo Group Limited, a company organized and existing under the laws of England and Wales, having offices located at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex, UB6 0NN, England (the "Assignors") to Prometheus Laboratories Inc., a corporation organized under the laws of the state of California, having a place of business at 9410 Carroll Park Drive, San Diego, CA 92121 ("Assignee").

**WHEREAS**, Assignors are entering into an Asset Purchase and Sale Agreement (the "APA") contemporaneously with the execution of this Assignment;

**WHEREAS**, among the assets to be transferred by Assignors to Assignee under the APA are the trademarks and trade dress set forth in Schedule I attached hereto (the "Marks");

**WHEREAS**, Assignors warrant that they own all rights, title and interests in the Marks and Assignors desire to assign all rights, title, and interests in and to the Marks to Assignee (hereafter "All Rights in the Marks"); and

**WHEREAS**, Assignee desires to accept Assignment of All Rights in the Marks, including the following:

- (i) U.S. trademark registration listed on the attached Schedule I;
- (ii) U.S. trade dress listed on the attached Schedule I, excluding the Seller Brands as defined in the APA;
- (iii) all the goodwill associated with the use of the Marks on Schedule I; and
- (iv) all other rights, including common law rights, relating to the Marks to the extent such rights exist.

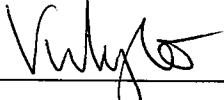
**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby sell, assign, set over and transfer to Assignee All Rights in the Marks and the goodwill associated therewith. The rights of Assignee at common law and/or to the end of the term or terms of which registration of the Mark may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; including all claims for royalties for licensing of the Marks and damages by reason of past infringement(s) of the Marks, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

**FURTHERMORE**, Assignors will have the prosecution files for the Marks transferred to Assignee's designated attorneys within fifteen (15) days for pending applications and within a month for the issued registrations from the date first written above and, at the expense of Assignee, Assignors will (i) execute such additional documents as are necessary to defend, register, or otherwise give full effect to and perfect the rights of Assignee to the Marks; and (ii) take such further actions as Assignee may reasonably request in order to register and record this Assignment at the appropriate registries to demonstrate Assignee's title to the Marks.

This Assignment shall be binding upon the successors and assigns of Assignors and Assignee. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof. This Assignment may be executed in one or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same agreement.

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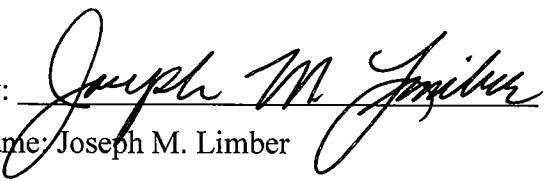
IN WITNESS HEREOF, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

<p><b>GLAXO GROUP LIMITED</b></p> <p>By: <u></u></p> <p>Name: Victoria Whyte</p> <p>Title: Assistant Secretary</p>	
<p><b>SMITHKLINE BEECHAM CORPORATION</b> <b>D/B/A GLAXOSMITHKLINE</b></p> <p>By: _____</p> <p>Name: Donald F. Parman</p> <p>Title: Vice President and Secretary</p>	
<p><b>PROMETHEUS LABORATORIES INC.</b></p> <p>By: _____</p> <p>Name: Joseph M. Limber</p> <p>Title: President and Chief Executive Officer</p>	

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<p><b>PROMETHEUS LABORATORIES INC.</b></p> <p>By: _____</p> <p>Name: Joseph M. Limber</p> <p>Title: President and Chief Executive Officer</p>	

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Approved by  
Prometheus Legal Dept.  
WF

**SCHEDULE I**  
**TRADEMARKS**

LOTRONEX Mark  
U.S. Reg. No. 2238126



Design Mark -- Common Law



GET HELP GOING WHERE YOU WANT TO GO WITH LOTRONEX -- Common Law

HELP YOUR PATIENTS GET WHERE THEY WANT TO GO WITH LOTRONEX --  
Common Law

**TRADE DRESS**

No trademark rights are available in the tablet shape.