

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
Osprey Pharmaceuticals Limited		05/20/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Osprey Pharmaceuticals USA, Inc.		
Street Address:	425 California Street		
Internal Address:	Suite 1300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2872251		
Registration Number:	2872250	OSPREY PHARMACEUTICALS	
Registration Number:	3124219	OSPREY PHARMACEUTICALS	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4154341600		
Email:	trademark@howardrice.com		
Correspondent Name:	Deborah Davis Han		
Address Line 1:	Three Embarcadero		
Address Line 2:	Seventh Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-4024		
ATTORNEY DOCKET NUMBER:	17013.0005		
NAME OF SUBMITTER:	Deborah Davis Han		

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Signature:	/DDH_mlj/
Date:	05/21/2008
Total Attachments: 5 source=OSPREY trademark assignment#page1.tif source=OSPREY trademark assignment#page2.tif source=OSPREY trademark assignment#page3.tif source=OSPREY trademark assignment#page4.tif source=OSPREY trademark assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) is made, executed, and delivered by Osprey Pharmaceuticals Limited, a corporation incorporated under the laws of Canada (“**Assignor**”), and Osprey Pharmaceuticals USA, Inc., a Delaware corporation (“**Assignee**”) as of the date set forth below pursuant to an Asset Purchase Agreement entered into by and between Assignor and Assignee as of May 20, 2008 (the “**Agreement**”).

WHEREAS, Assignor is the owner of: (a) the trademarks, service marks, registrations for the foregoing, and applications for the foregoing set forth on the Schedule of Trademarks annexed hereto as Schedule 1 and made a part hereof; and (b) all trademarks and service marks that Assignor owns or holds in connection with the Transferred Assets (as defined in the Agreement), including without limitation, all designs and logos associated with any of the foregoing, all translations and foreign language equivalents of any of the foregoing, all combinations of any of the foregoing, and all registrations and applications for, and all common law rights in, to, and under any of the foregoing (collectively, the “**Trademarks**”), together with all goodwill represented and symbolized by the Trademarks (the “**Goodwill**”); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver, and Assignee has agreed to purchase, among other things, all of Assignor’s right, title and interest in, to, and under the Trademarks, together with the Goodwill;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, delivers and conveys to Assignee (and its successors and assigns), as purchaser of the Transferred Assets, the entire worldwide right, title and interest of Assignor in, to, and under the Trademarks, together with and including without limitation: (a) the Goodwill; (b) all extensions and renewals of the registrations included in the Trademarks; (c) all rights to register, renew, protect, defend and enforce the Trademarks; including the right to sue and bring claims for and collect, for Assignee’s own use and enjoyment, damages or profits, due or accrued, and any other legal or equitable remedy (including without limitation injunctive relief) by reason of past, present, and future infringement, dilution, or other violation of the Trademarks; (d) all rights to any other claims arising out of or relating to the use or ownership of the Trademarks and Goodwill; and (e) all other rights corresponding to the Trademarks and Goodwill throughout the world.

Assignor further authorizes Assignee and the Commissioner of Patents and Trademarks of the United States of America, and any official or agency of any country or countries foreign to the United States of America whose duty it is to record trademark registrations, applications, assignments, and title thereto, to record the trademark registrations and applications listed in the annexed Schedule of Trademarks as the property of Assignee.

Assignor will cooperate with Assignee in executing and/or filing documents with the U.S. Patent and Trademark Office (the "PTO") and any equivalent agency in any country foreign to the United States of America as may be required to record this Assignment with the PTO or such agency, and to designate Assignee as the owner of the Trademarks.

Assignor will also do, execute, acknowledge, deliver, file, or record, or will assist Assignee or endeavor to cause others to do, execute, acknowledge, deliver, file, or record, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, instruments, and assurances as Assignee may reasonably request, or as may be required by the law of the United States of America or any country foreign to the United States of America, in order to convey to Assignee the rights set forth herein.

Assignor agrees that it shall not register or seek to register any of the Trademarks or any trademark, service mark, trade name, domain name, or logo that is confusingly similar to any of the Trademarks, anywhere in the world, except as may be expressly permitted by Assignee pursuant to other written agreements between Assignor and Assignee.

This Assignment is intended to implement the provisions of the Agreement and shall not be construed to limit the obligations of Assignor or the rights of Assignee thereunder.

It is the express wish of the parties hereto that this document be drawn up in English. La volonté expresse des parties aux présentes est que ce document soit rédigé en anglais.

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This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument this 20th day of May, 2008.

ASSIGNOR: Osprey Pharmaceuticals Limited

By: [Signature]

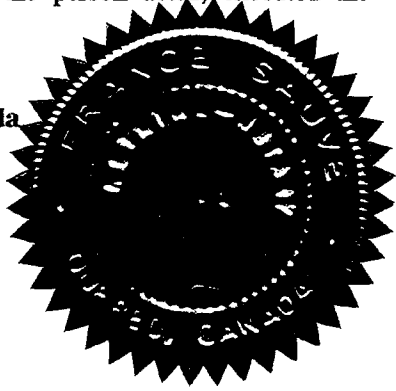
Title: VICE PRESIDENT, PRECLINICAL

STATE OF QUEBEC)

COUNTY OF Montreal) ss.

On this 20th day of May, 2008, before me, FRANCE PAMI Notary Public, personally appeared LAURA A. CLINTOSH, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]
Notary and Notary Public for the Province of Québec, Canada
Commissioner for Life



ASSIGNEE: Osprey Pharmaceuticals USA, Inc.

By: _____

Title: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN FRANCISCO)

On this ___ day of May, 2008, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand an official seal.

Notary Public

SCHEDULE 1

Registered U.S. Trademarks

Trademark	Registration Date	Registration Number
FLYING BIRD Design	8/10/2004	2,872,251
OSPREY PHARMACEUTICALS	8/10/2004	2,872,250
OSPREY PHARMACEUTICALS	8/1/2006	3,124,219

U.S. Trademark Applications

Trademark	Application Date	Application Serial Number
[none]		

Registered Foreign Trademarks

Country	Trademark	Registration Date	Registration Number
European Community	FLYING BIRD design	3/12/2004	2918241
European Community	OSPREY PHARMACEUTICALS	10/7/2004	2918415
Japan	FLYING BIRD Design	3/5/2004	4753771
Japan	OSPREY PHARMACEUTICALS	3/5/2004	4753772

Foreign Trademark Applications

Country	Trademark	Application Date	Application Serial Number
Canada	OSPREY PHARMACEUTICALS	11/4/2002	1158001