

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/31/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harvest Pharmaceuticals, Inc.		10/31/2006	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Rosedale Therapeutics, LLC
Street Address:	302 Rosedale Lane
City:	Bristol
State/Country:	TENNESSEE
Postal Code:	37620
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0681389	ERGOMAR

CORRESPONDENCE DATA

Fax Number: (276)466-8161
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2764668400
 Email: mlawson@elliottlawson.com
 Correspondent Name: Mark M. Lawson
 Address Line 1: P. O. Box 8400
 Address Line 4: Bristol, VIRGINIA 24203

NAME OF SUBMITTER:	Mark M. Lawson
Signature:	/Mark M. Lawson/
Date:	06/13/2008

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Total Attachments: 3

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**APPENDIX A
FORM OF TRADEMARK ASSIGNMENT**

TRADEMARK ASSIGNMENT

The undersigned, Harvest Pharmaceuticals, Inc, a Virginia corporation with its principal place of business located at The Governor Tyler, 1881 Grove Avenue, Radford, Virginia 24141 (the "Assignor"), hereby transfers and assigns to Rosedale Therapeutics, LLC, a Virginia limited liability company, with its principal place of business located at 302 Rosedale Lane, Bristol, Tennessee 37620 (the "Assignee"), all right, title, and interest in and to the marks described in Exhibit A, which is attached hereto and is incorporated by reference herein, and the goodwill of the business associated therewith and the portion of the business of Assignor relating to the marks set forth in Exhibit A (collectively, the "Marks").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Marks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Marks, the application and registration therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such application and registration in the United States Patent and Trademark Office or in any foreign jurisdiction.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

HARVEST PHARMACEUTICALS, INC

Dated: October 31, 2006

By: 
Julian P. Kirk
President & CEO

This 31st day of October, 2006, before me personally came the before-mentioned Julian P. Kirk, known as the individual who executed the foregoing Trademark Assignment, who acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed, and in the capacity therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.



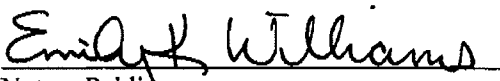

Notary Public
My commission expires 1/31/2010

EXHIBIT A

Assigned Trademarks in the Territory

Classic Therapy for Migraine	United States of America	75/376,981 October 21, 1997	2,585,587 June 25, 2002
Easprin	United States of America	73/320,913 July 27, 1981	1,223,881 January 18, 1983
Easprin & Design	United States of America	75/488,394 May 20, 1998	2,366,911 July 11, 2000
Ergomar	United States of America	72/059,562 September 25, 1958	681,389 July 7, 1959