

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                          |
|-----------------------|--------------------------|
| 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: | 2293362 | 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

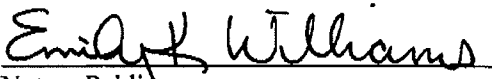
Dated: October 31, 2006

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**

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