

TRADEMARK ASSIGNMENT

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
Marnac, Inc.		11/19/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Intermune, Inc.		
Street Address:	3280 Bayshore Boulevard		
City:	Brisbane		
State/Country:	CALIFORNIA		
Postal Code:	94005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74077697	DESKAR	
CORRESPONDENCE DATA			
Fax Number:	(650)857-0663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 843-5000		
Email:	trademarks@cooley.com		
Correspondent Name:	Anne Peck/ c/o Cooley Godward Kronish		
Address Line 1:	Five Palo Alto Square, 4th Floor		
Address Line 2:	3000 El Camino Real		
Address Line 4:	Palo Alto, CALIFORNIA 94306-2155		
ATTORNEY DOCKET NUMBER:	095185-20026		
NAME OF SUBMITTER:	Anne H. Peck, Esq.		
Signature:	/Anne H. Peck, Esq./		

CH \$40.00 74077697

Date:

07/30/2008

Total Attachments: 5

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**TRADEMARK ASSIGNMENT
(MARNAC/MARGOLIN ASSET PURCHASE AGREEMENT)**

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of November 1st, 2007, by Marnac, Inc., a New Jersey corporation ("Marnac"), and Dr. Solomon B. Margolin ("Dr. Margolin") and, collectively with Marnac, the "Assignors"), is in favor of InterMune, Inc., a Delaware corporation (the "Assignee").

RECITALS

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the Assignee and the Assignors, the Assignors have agreed, among other things, to sell, assign, convey, transfer and deliver all of their right, title and interest in and to the Purchased Assets and transfer certain liabilities to the Assignee, and the Assignee has agreed to purchase and acquire the Purchased Assets and to assume those certain liabilities, in each case upon the terms and subject to the conditions of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the Purchase Agreement, and the agreements and covenants contained herein, and for the other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignment of Intellectual Property. The Assignors do hereby sell, assign, transfer, convey and deliver to the Assignee and its successors and assigns, all of the right, title, and interest of the Assignors in and to all of the trademarks set forth in Attachment I hereto (the "Assigned IP"), and (i) all renewals and extensions thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) the goodwill associated therewith.
3. Assistance and Cooperation. The Assignors further agree, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as the Assignee may reasonably request to effectuate fully this Assignment and to perfect record title to the Assigned IP in all countries. The Assignors further agree that the Assignors will communicate to the Assignee and its successors and assigns, any material facts known to the Assignors respecting the Assigned IP, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the Assignee and its successors and assigns, to obtain and enforce proper protection for the invention in all countries.

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4. Perfection and Recordation. Assignee shall prepare all paperwork that is necessary to perfect and record the assignments of the Assigned IP in the various jurisdictions and shall be responsible for all expenses, including recordation expenses, associated therewith.

5. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of either the Assignee or the Assignors set forth in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement. The Assignors have not executed, and will not execute, any agreement in conflict herewith.

6. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

7. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction.

9. Severability. If any provision of this Assignment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Assignment shall not be affected and shall remain in full force and effect, and the Assignors and the Assignee shall negotiate in good faith to replace such illegal, void or unenforceable provision with a provision that corresponds as closely as possible to the intentions of the parties as expressed by such illegal, void or unenforceable provision.

10. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and delivered in person or by courier, sent by facsimile transmission, sent via overnight delivery service or mailed by registered or certified mail (such notice to be effective upon receipt), as follows:

If to the Assignors, addressed to:

Marnac Inc.
9400 N. Central Expressway, Suite 305
Dallas, Texas 75231
Attn: Solomon B. Margolin, M.S., Ph.D.
Telephone: (214) 692-8544
Fax: (214) 692-8510

with a copy to:



Wisener*Nunnally*Gold, LLP
625 West Centerville Road, Suite 110
Garland, Texas 75041
Attn: Robert H. Nunnally, Jr.
Telephone: (972) 840-9080
Fax: (972) 840-6575

If to the Assignee, addressed to:

InterMune, Inc.
3280 Bayshore Boulevard
Brisbane, CA 94005
Attn: General Counsel
Telephone: (415) 466-2200
Fax: (415) 466-2300

with a copy to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Attn: Mark V. Roeder
Telephone: (650) 328-4600
Fax: (650) 463-2600

or to such other place and with such other copies as any party may designate as to itself by written notice to the other parties.

11. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax, email, or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 11, provided that receipt of copies of such counterparts is confirmed.

[Signature Page Follows]

A handwritten signature in black ink, appearing to be 'S. B. M.', is located in the lower right quadrant of the page.

IN WITNESS WHEREOF, the Assignors make this assignment to the Assignee and have caused this Trademark Assignment to be executed as of the date above first written above.

ASSIGNORS:

MARNAC, INC.

By: Solomon B Margolin
Name: SOLOMON B MARGOLIN 11/12/07
Title: President

Solomon B Margolin 11/12/07
DR. SOLOMON B. MARGOLIN

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LIST OF TRADEMARKS

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