

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
Pharmelle LLC		02/21/2007	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Azur Pharma International II Limited		
Street Address:	Clarendon House, 2 Church Street		
City:	Hamilton		
State/Country:	BERMUDA		
Postal Code:	HM11		
Entity Type:	LIMITED LIABILITY COMPANY: BERMUDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2882915	FEMTABS	
Registration Number:	2728071	NATELLE	
Registration Number:	3152252	RECTAGEL	
Registration Number:	2697669	URELLE	
Registration Number:	3235968	PYRELLE	
Registration Number:	3166224	MIGRATEN	
CORRESPONDENCE DATA			
Fax Number:	(212)586-5095		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2125865800		
Email:	ltauber@ctswlaw.com		
Correspondent Name:	Laurence S. Tauber, Esq.		
Address Line 1:	420 Lexington Avenue, Ste. 2400		
Address Line 2:	Cohen Tauber Spievack & Wagner LLP		
Address Line 4:	New York, NEW YORK 10170		

OP \$165.00 2882915

TRADEMARK

DOMESTIC REPRESENTATIVE

Name: Laurence S. Tauber, Esq.
Address Line 1: 420 Lexington Avenue, St. 2400
Address Line 2: Cohen Tauber Spievack & Wagner LLP
Address Line 4: New York, NEW YORK 10170

NAME OF SUBMITTER:	Laurence S. Tauber
Signature:	/lstauber/
Date:	09/14/2008

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of February 21, 2007, by and between Azur Pharma International II Limited, a Bermuda limited company, having its registered office located at Clarendon House, 2 Church Street, Hamilton HM11 Bermuda (together with its successors and permitted assigns, "Assignee") and Pharmelle LLC, a Missouri limited liability company having offices located at 4040 East Post Road, Suite F5, Las Vegas, Nevada 89120 (together with its successors and permitted assigns, "Assignor").

RECITALS:

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated December 13, 2006 (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Agreement") providing, subject to the terms and conditions set forth therein, for the contribution, transfer, conveyance, assignment and delivery by Assignor to Assignee of, among other things, all of Assignor's right, title and interest in and to the Trademarks (as defined in Agreement).

B. Assignor has adopted, used and is using certain marks (collectively, the "Registered Trademarks") described on Schedule A hereto which are registered in the United States Patent and Trademark Office (the "PTO").

C. Assignor has adopted, used and is using certain marks described on Schedule B hereto for which applications for registration are pending in the PTO (the "Pending Trademarks") and, together with the Registered Trademarks for purposes of this Assignment, the "Trademarks").

D. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the Trademarks, together with the goodwill of the business with respect to which the Trademarks are used, associated and symbolized or otherwise thereby connected (the "Business").

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

1. Trademark Assignment. Assignor hereby assigns and sets over unto, and contributes, transfers, conveys and delivers to, Assignee, the following:

(a) Assignor's entire right, title and interest in and to the Trademarks in the United States and in all foreign countries, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and

extensions thereof, together with the goodwill of the Business symbolized by such Trademarks: and

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

2. Further Assurances. Each of Assignor and Assignee agrees that it shall do, execute, acknowledge and deliver, at the other party's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other party to further effect and evidence the transactions contemplated hereby.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, amendment, change, modification, extension or discharge is sought.

5. Governing Law. The parties hereto agree that this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of law principles.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

7. Agreement Governs. No provisions contained herein shall be deemed to enlarge, amend or alter the terms or provisions of the Agreement.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

ASSIGNOR:

PHARMELLE LLC

By: Joe D. Ducharme
Name: Joe Ducharme
Title: President

ASSIGNEE:

AZUR PHARMA INTERNATIONAL II LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.


ASSIGNOR:

PHARMELLE LLC

By: _____
Name:
Title:

ASSIGNEE:

AZUR PHARMA INTERNATIONAL II LIMITED

By: _____
Name: 
Title: J. J. DOYLE -
DIRECTOR.

STATE OF Arizona
COUNTY OF Maricopa SS:

On this 20 day of February 2007 before me appeared Joe D. Ducharme
the person who signed this instrument. who acknowledged that he/she signed it on behalf of the
identified corporation or limited liability company with authority to do so.



Myrna Teran
Notary Public

My commission expires:

June 5, 2009

SCHEDULE A

Registered Trademarks

Name	Application #
Femtabs	78-128544
MagGel	78-510983
Natelle	76-405635
RectaGel	78-655448
Urelle	78-405748

SCHEDULE B

Pending Trademark Applications

Pyrelle	78-655414
MigraTen	78-503965