

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
Ranbaxy Inc.		09/18/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Marathon Pharmaceuticals, LLC		
Street Address:	650 Dundee Road, Suite 250		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2808721	AMYTAL	
Registration Number:	0161125	AMYTAL	
Registration Number:	0430202	SECONAL SODIUM	
Registration Number:	0328662	SECONAL	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 876-7700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	233 S. Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	043177-0020		
NAME OF SUBMITTER:	Thomas J. Buettner		

OP \$115.00 2808721

Signature:

/tjb/

Date:

09/18/2008

Total Attachments: 3

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ASSIGNMENT of TRADEMARKS

This TRADEMARK ASSIGNMENT (this "Assignment"), is made as of September 18, 2008 by Ranbaxy Inc., a Delaware corporation, having its principal offices located at 600 College Road East, Princeton, New Jersey 08540 ("Assignor").

WHEREAS, Assignor, an affiliate of Ranbaxy Pharmaceuticals Inc., is the owner of each of the trademarks and trademark applications (including any and all goodwill symbolized thereby) set forth in that certain Product Purchase Agreement by and among Seller and Assignee (as defined below) dated of even date herewith (the "Purchase Agreement") and on Schedule A hereto (the "Trademarks");

WHEREAS, Marathon Pharmaceuticals, LLC, a Delaware limited liability corporation, having offices at 650 Dundee Road, Suite 250, Northbrook, Illinois 60062 ("Assignee") is desirous of acquiring all right, title and interest, in, to and under the Trademarks, including all goodwill associated therewith from Seller under the Purchase Agreement and Seller and/or Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all of his right, title and interest, in, to and under the Trademarks, including all goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign, transfer, grant and set over to the Assignee all of the right, title and interest, in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements and to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made (the "Assigned Trademark Rights").

Assignor hereby agrees that Assignee shall have the right to register its claims of trademark rights in such Assigned Trademark Rights, in its name, in the United States Patent and Trademark Office and its equivalent anywhere in the world.

The Assignor hereby represents, warrants and covenants that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee; (ii) it has not executed and will not execute any agreement in conflict herewith; and (iii) it will execute any other documentation and take such other actions, at the Assignee's reasonable request, as may be reasonably necessary to enable the Assignee to perfect and sustain its rights in and to such Assigned Trademark Rights.

[Signature Page to Follow]

WITNESS my hand this 18th day of September, 2008.

RANBAXY INC.

By: 

Name: Venkat Krishnan

Title: Vice President & Regional
Director

On this 18th day of September, 2008, before me, a Notary Public in and for the State of New Jersey, County of ~~Middlesex~~ ^{MERCER}, appeared Venkat Krishnan, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.



My Commission Expires: May 23, 2010

SHARON L. SANTACROCE
NOTARY PUBLIC
STATE OF NEW JERSEY
No. 2178177
Commission Expires May 23, 2010

[Signature Page to Assignment of Trademark]

TRADEMARK
REEL: 003855 FRAME: 0671

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Amytal	2808721	02/12/2003	01/27/2014
Amytal	161125	03/28/1922	11/07/1922
Seconal Sodium	430202	3/29/1946	6/10/1947
Seconal	328,662	5/11/1935	10/01/1935