

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zestra Laboratories, Inc.		08/27/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Semprae Laboratories, Inc.		
<b>Street Address:</b>	285 N. Ridgewood Road		
<b>Internal Address:</b>	c/o the J2G, LLC		
<b>City:</b>	South Orange		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07079		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3019637	ZESTRA	
Registration Number:	3222491	ZESTRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215.981.4547		
<b>Email:</b>	leonardm@pepperlaw.com		
<b>Correspondent Name:</b>	Michael J. Leonard, Esquire		
<b>Address Line 1:</b>	Eighteenth & Arch Streets		
<b>Address Line 2:</b>	3000 Two Logan Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2799		
<b>ATTORNEY DOCKET NUMBER:</b>	132385.5		
<b>NAME OF SUBMITTER:</b>	Michael J. Leonard		

OP \$65.00 3019637

Signature:	/michael leonard/
Date:	10/01/2008
<b>Total Attachments: 10</b> source=Intellectual Property Assignment_Semprae Laboratories, Inc. and Zestra Laboratories#page1.tif source=Intellectual Property Assignment_Semprae Laboratories, Inc. and Zestra Laboratories#page2.tif source=Intellectual Property Assignment_Semprae Laboratories, Inc. and Zestra Laboratories#page3.tif source=Intellectual Property Assignment_Semprae Laboratories, Inc. and Zestra Laboratories#page4.tif source=Intellectual Property Assignment_Semprae Laboratories, Inc. and Zestra Laboratories#page5.tif source=Intellectual Property Assignment_Semprae Laboratories, Inc. and Zestra Laboratories#page6.tif source=Intellectual Property Assignment_Semprae Laboratories, Inc. and Zestra Laboratories#page7.tif source=Intellectual Property Assignment_Semprae Laboratories, Inc. and Zestra Laboratories#page8.tif source=Intellectual Property Assignment_Semprae Laboratories, Inc. and Zestra Laboratories#page9.tif source=Intellectual Property Assignment_Semprae Laboratories, Inc. and Zestra Laboratories#page10.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated August 27, 2008, is entered into by and among Semprae Laboratories, Inc., a Delaware corporation ("Assignee"), and Zestra Laboratories, Inc., a Delaware corporation ("Assignor").

**WHEREAS**, pursuant to the Amended and Restated Asset Purchase Agreement dated July 18, 2008 by and between Assignee and Assignor (the "Purchase Agreement"), Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all of the intangible rights and property owned or licensed by Assignor, including Intellectual Property Rights (as defined in the Purchase Agreement) (including testing involved in future products and the right to sue and recover for past infringement), goodwill, websites, domain names, telephone and telecopy numbers to the extent transferable, and e-mail addresses, listings and substantially all of the assets of Assignor.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all copyrights and maskwork rights owned by Assignor, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction, and all copyrighted or copyrightable works, including, without limitation, any Software, databases, data, documentation, including copies and tangible embodiments (in whatever form or medium), Internet web-sites and the content thereof, and any other works of authorship, together with all rights associated with any of the foregoing, including without limitation, the registrations, applications and unregistered copyrights set forth on Exhibit A.

"Intellectual Property" means Patents, Trademarks, Copyrights, and Trade Secrets.

"Patents" means all patents and patent applications (including, without limitation, provisional applications, utility applications and design applications) and patentable inventions owned by Assignor, including, without limitation, reissues, patents of addition, continuations, continuations-in-part, substitutions, additions, divisionals, renewals, registrations, confirmations, re-examinations, certificates of inventorship, extensions, patent disclosures and inventions, draft patent applications and the like, any foreign or international equivalent of any of the foregoing, and any domestic or foreign patents or patent applications claiming priority to any of the above, together with all rights associated with any of the foregoing, including, without limitation, the patents and patent applications set forth on Exhibit B.

“Trademarks” means any and all trademarks, service marks, trade names, logos, corporate names, company names, business names, fictitious business names, trade styles, uniform resource locators (URLs), internet domain names, trade dress, any other names and locators associated with the Internet, other source of business identifiers, whether registered or unregistered and whether or not currently in use, and registrations, applications to register and all of the goodwill of the business related to the foregoing, foreign versions of the foregoing whether protected, created or arising under the laws of any applicable jurisdiction and owned by Assignor entitled to be owned by Assignor and/or listed as being owned by a third party acting on behalf of Assignor, together with any and all rights associated with any of the foregoing, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit C.

“Trade Secrets” means all rights arising from or in respect to trade secrets and other confidential information including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information whether or not protected, created or arising under the laws of any applicable jurisdiction, in each case owned or licensed by Assignor and used in connection with the business of Assignor.

### **COPYRIGHTS**

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest, in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Copyrights with, for example, applicable copyright offices; *provided that* any such action so requested in order to do more than vest title to the Copyrights in Assignee shall be at Assignee’s sole expense.

### **TRADEMARKS**

3. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to the Trademarks (including all rights, title and interest that the Assignor may have to Japanese Trademark Registration No. 5126747), together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks throughout the world, and the right to sue and recover any and all

damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

4. Assignor shall take all reasonable measures (not to include pursuing litigation) to obtain from Health Sciences Products, Ltd., an original signature version of an executed Assignment and Consent document transferring all of Health Sciences Products, Ltd's title and interest in and to Japanese Trademark Registration No. 5126747 for ZESTRA to Assignor in the form of the document as set forth in attached Exhibit D. Upon Assignor's acquisition of an original signature version of the aforementioned executed Assignment and Consent document, Assignor will promptly execute any and all documentation necessary to effect and complete the transfer to Assignee of Assignor's rights, title and interest to Japanese Trademark Registration No. 5126747 for ZESTRA.

5. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, applicable trademark offices or with domain name registrars; *provided that* any such action so requested in order to do more than vest title to the Trademarks in Assignee shall be at Assignee's sole expense.

#### **PATENTS**

6. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

7. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, applicable patent offices; *provided that* any such action so requested in order to do more than vest title to the Patents in Assignee shall be at Assignee's sole expense.

#### **TRADE SECRETS**

8. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

9. Assignor agrees that, if applicable, Assignor will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

#### GENERAL

10. 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. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of the Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof.

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

12. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware, excluding any conflicts of law or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

13. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

14. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals, and each party hereto covenants and agrees to provide the other party hereto with a copy of this Agreement bearing original signatures within five (5) business days following transmittal by facsimile.

15. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

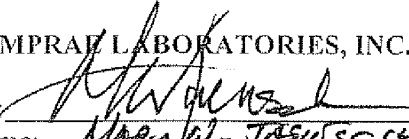
16. Language. The parties agree that this Agreement and all documents relating hereto shall be drafted in the English language.

*(signature page follows)*

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Intellectual Property Assignment to be duly executed on the date first above written.

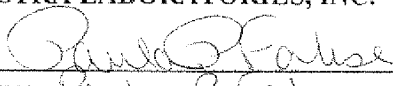
ASSIGNEE:

SEMPRAI LABORATORIES, INC.

By:   
Name: Mary W. Jewscot  
Title: CEO

ASSIGNOR:

ZESTRA LABORATORIES, INC.

By:   
Name: Paula P. Falise  
Title: Secretary / Controller

*[Signature Page to Zestra Laboratories, Inc. Intellectual Property Assignment]*

**TRADEMARK**  
**REEL: 003862 FRAME: 0863**

**EXHIBIT A  
COPYRIGHTS**

**[ZESTRA TO PROVIDE LIST OF COPYRIGHTS]**



**EXHIBIT B**

**PATENTS**

<b>Country</b>	<b>Application/ Patent No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Assignee of Record</b>	<b>Status</b>
U.S.	60/214,472	Methods and Compositions for Treating Female Sexual Conditions	06/27/2000		Expired
U.S.	6,737,084	Compositions and Methods for Enhancing or Treating Female Sexual Response	06/27/2001	Qualilife	Granted
U.S.	10/834,162	Compositions and Methods for Enhancing or Treating Female Sexual Response	04/29/2004	Zestra Laboratories, Inc.	Pending
PCT	WO 02/000240 (US01/41141)	Compositions and Methods for Enhancing or Treating Female Sexual Response	06/27/2001	Qualilife Pharmaceuticals, Inc.	Expired, NS entered
CA	2417552	Compositions and Methods for Enhancing or Treating Female Sexual Response	06/27/2001		Pending
EP	1328281	Compositions and Methods for Enhancing or Treating Female Sexual Response	01/28/2003		Granted, validated in Germany, Spain, France, United Kingdom and Italy

**EXHIBIT C**  
**TRADEMARKS**

I. Registered Trademarks and Trademark Applications:

<b>Country</b>	<b>Trademark</b>	<b>Appl. No.</b>	<b>Reg. No.</b>
United States	ZESTRA & Design	78/290,368	3,019,637
United States	ZESTRA	78/884,404	3,222,491
Argentina	ZESTRA	2701624	
Brazil	ZESTRA	828730180	
Canada	ZESTRA	1305670	
Chile	ZESTRA	746.899	784002
China	ZESTRA	4936348	
Colombia	ZESTRA	2006.105.113	12208
European Union	ZESTRA	5107156	5107156
Hong Kong	ZESTRA	300749304	300749304
Indonesia	ZESTRA	D00.2006.036798	
Korea, South	ZESTRA	2004-55012	676024
Korea, South	ZESTRA	2004-55013	676025
Mexico	ZESTRA	790153	984431
Paraguay	ZESTRA	27063	302180
Peru	ZESTRA	291909	124597
Taiwan	ZESTRA	094028020	01203536
Taiwan	ZESTRA	094028021	01188806
Turkey	ZESTRA	2006/49101	
United Kingdom	ZESTRA & Design	2354142	2354142
Venezuela	ZESTRA	2006-024687	

II. Common Law Trademarks and Trade Names:

**[ZESTRA TO PROVIDE LIST OF COMMON LAW TRADEMARKS AND TRADE NAMES]**

II. Domain Names:

<b>Domain Names</b>
zestra.com
zestra-women.com
zestraforwomen.com
consumersmart.org
zestra-femme.ca
zestra4women.ca
zestralaboratories.com
zestralabs.com