

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
BioSante Pharmaceuticals, Inc.		12/03/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Azur Pharma International II Limited		
Street Address:	Clarendon House		
Internal Address:	2 Church Street		
City:	Hamilton HM 11		
State/Country:	BERMUDA		
Entity Type:	LIMITED LIABILITY COMPANY: BERMUDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77053313	ELESTRIN	
CORRESPONDENCE DATA			
Fax Number:	(212)425-5288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-425-7200		
Email:	tmdocketny@kenyon.com		
Correspondent Name:	Jonathan D. Reichman, Esq.		
Address Line 1:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	14726/1		
DOMESTIC REPRESENTATIVE			
Name:	Jonathan D. Reichman, Esq.		
Address Line 1:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		

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NAME OF SUBMITTER:	JONATHAN D. REICHMAN, ESQ.
Signature:	/JONATHAN D. REICHMAN/
Date:	01/12/2009
Total Attachments: 2 source=Trademark Assignment - BioSante Pharmaceuticals Inc and Azur Pharma International II Limited#page1.tif source=Trademark Assignment - BioSante Pharmaceuticals Inc and Azur Pharma International II Limited#page2.tif	

TRADEMARK ASSIGNMENT

This Assignment is made on this 3 day of December, 2008, by BioSante Pharmaceuticals, Inc., a corporation organized and existing under the laws of the United States, having a principal place of business at 111 Barclay Boulevard, Lincolnshire, IL 60069 ("Assignor"), to and in favor of Azur Pharma International II Limited, a Bermuda limited liability company, Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda ("Assignee").

WITNESSETH THAT:

WHEREAS, the ASSIGNOR is the owner of common law rights and federal trademark rights in the United States in and to the ELESTRIN name and trademark, including without limitation, ownership of U.S. Trademark Application Serial No. 77/053,313 for ELESTRIN (collectively, all rights to the name, mark, and Application, including all goodwill associated therewith, are hereinafter referred to as the "Trademark"); and

WHEREAS, the ASSIGNEE wishes to acquire from the ASSIGNOR all right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee, all of its right, title and interest in and to the Trademark in the United States, together with the goodwill of the business appurtenant to and symbolized by the Trademark and including, without limitation, all common law rights in and to the Trademark and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademark, to be held and enjoyed by

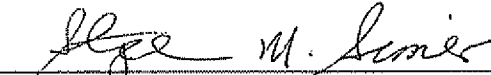
Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

This Assignment is limited to the United States of America, and the rights owned by ASSIGNOR in and to the Trademark within the United States of America.

The ASSIGNOR assigns the Trademark as a part of that portion of the business to which the Trademark pertains as required by Section 10 of the Trademark Act (15 U.S.C. § 1060).

BioSante Pharmaceuticals, Inc.

Dated: Dec. 3, 2008

By 
Name: Stephen M. Simes
Title: President & CEO