

**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>
Merck & Co., Inc.		02/17/2009	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aton Pharma, Inc.		
<b>Street Address:</b>	3150 Brunswick Pike		
<b>Internal Address:</b>	Suite 230		
<b>City:</b>	Lawrenceville		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08648		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1902106	TIMOPTIC-XE	
Registration Number:	1103298	TIMOPTIC	
Registration Number:	0817467	OCUMETER	
Registration Number:	1818707	OCUDOSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)422-2963		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Lowenstein Sandler PC		
<b>Address Line 1:</b>	65 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	20350-38		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio		

CH \$115.00 1902106

Signature:	/Vanessa A. Ignacio/
Date:	02/18/2009
Total Attachments: 4 source=Aton Assignment0001#page1.tif source=Aton Assignment0001#page2.tif source=Aton Assignment0001#page3.tif source=Aton Assignment0001#page4.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (hereinafter the "Assignment") is made effective as of February 17, 2009, by and between Merck & Co., Inc., a New Jersey corporation (hereinafter "Assignor"), and Aton Pharma, Inc., a Delaware corporation (hereinafter "Assignee").

**WHEREAS**, the parties have entered into that certain Asset Purchase and Sale and License Agreement dated as of February 17, 2009 (the "Purchase and Sale Agreement") regarding the sale of certain assets; and

**WHEREAS**, in connection with the transactions contemplated by the Purchase and Sale Agreement, the Parties have decided to enter into a formal agreement assigning to Assignee the trademarks identified below in the United States (collectively, the "Assigned Product Trademarks").

Country	Trademark	Status	Registration Number	Registration Date	Renewal Date
United States	TIMOPTIC-XE	Registered	1902106	06/27/1995	06/27/2015
United States	TIMOPTIC	Registered	1103298	10/03/1978	10/03/2018
United States	OCUMETER	Registered	817467	10/25/1966	10/25/2016
United States	OCUDOSE	Registered	1818707	02/01/1994	02/01/2014
Puerto Rico	TIMOPTIC-XE	Registered (Renewal Pending)	36549	1/26/1998	06/02/2005
Puerto Rico	TIMOPTIC	Registered	22261	06/27/1979	06/27/2009

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS**

Except as otherwise set forth herein, capitalized terms shall have the meaning provided in the Purchase and Sale Agreement.

**2. ASSIGNMENT**

**2.1** Assignor does hereby assign to Assignee all rights, title and interest in and to the Assigned Product Trademarks in the United States of America, its possessions and territories (the "Territory"), the goodwill of the business symbolized by said Assigned Product Trademarks, along with the registration of such Assigned Product Trademarks in the Territory.

**3. MISCELLANEOUS**

**3.1 Representations, Warranties and Covenants of Purchase and Sale Agreement.** The representations, warranties and covenants relating to the Assigned Product Trademarks contained in the Purchase and Sale Agreement shall apply to this Assignment.

**3.2 Incorporation of the Purchase and Sale Agreement.** The Parties expressly acknowledge and agree that the provisions of the Purchase and Sale Agreement are incorporated by reference herein, or by their terms otherwise apply hereto, and further agree that such provisions shall be given full effect in interpreting and enforcing this Assignment. In the event of any inconsistency between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.

**3.3 Further Assurances.** Each Party shall take (or cause its Affiliates to take) such further actions, including but not limited to the execution and delivery of (or causing such party's Affiliates or designees to execute and deliver) additional documents reasonably requested by the other Party, to effect the grant of the assignment of the Assigned Product Trademarks in accordance with the intent of the Purchase and Sale Agreement and this Assignment.

**3.4 Counterparts.** This Assignment may be executed (by facsimile or otherwise) in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed  
in three originals.

MERCK & CO., INC.



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Name: Peter N. Kellogg  
Title: Chief Financial Officer

ATON PHARMA, INC.

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Name: Michael G. Wells  
Title: CEO

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MERCK & CO., INC.

ATON PHARMA, INC.

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Name: Peter N. Kellogg  
Title: Chief Financial Officer

  
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Name: Michael G. Wells  
Title: CEO