

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
Dayspring Pharma, LLC		06/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Zyber Pharmaceuticals, Inc.		
Street Address:	208 East Bank Drive		
City:	Gonzales		
State/Country:	LOUISIANA		
Postal Code:	70737		
Entity Type:	CORPORATION: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2764357	BROVEX	
Registration Number:	3347390	BROVEX	
CORRESPONDENCE DATA			
Fax Number:	(504)581-4440		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	504-581-4445		
Email:	agvicknair@shieldsmottlund.com		
Correspondent Name:	Andrew G. Vicknair		
Address Line 1:	650 Poydras Street		
Address Line 2:	Suite 2600		
Address Line 4:	New Orleans, LOUISIANA 70130		
ATTORNEY DOCKET NUMBER:	99100-01		
NAME OF SUBMITTER:	Andrew G. Vicknair		
Signature:	/Andrew G. Vicknair/		

OP \$65.00 2764357

Date:

06/04/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Agreement (hereinafter, referred to as "TRADEMARK ASSIGNMENT") is by and between: DaySpring Pharma, LLC, a Delaware limited liability company ("DaySpring") (hereinafter, referred to as "ASSIGNOR") and Zyber Pharmaceuticals, Inc. ("Zyber") (hereinafter, referred to as "ASSIGNEE"), a Louisiana Corporation having an office at 208 East Bank Drive, Gonzales, Louisiana 70737.

WHEREAS, ASSIGNOR, is the owner of the mark, "BROVEX," which trademark is registered with the United States Patent and Trademark Office as Registration Numbers 2,764,357 and 3,347,390 and Serial Numbers 78/176,952 and 77/131,497, respectively (hereinafter, collectively referred to as "TRADEMARKS"); and

WHEREAS, ASSIGNEE, wishes to acquire the entire rights, title, and interest in the TRADEMARKS;

NOW, the ASSIGNOR and ASSIGNEE (hereinafter, collectively referred to as "Parties") agree as follows:

1. **Assignment.** ASSIGNOR, in consideration of the payment described in a certain Asset Purchase Agreement dated as of June 2, 2009 between the Parties and all amendments thereto (hereinafter, the "Purchase Agreement"), the receipt, adequacy and legal sufficiency of which are hereby acknowledged, does hereby irrevocably assign to ASSIGNEE all rights, title, and interest (including, but not limited to, all rights to the TRADEMARKS including all goodwill associated with the business symbolized by said TRADEMARKS), in and to the TRADEMARKS as fully and entirely as the same would have been held by ASSIGNOR had this TRADEMARK ASSIGNMENT not been executed.
2. **Consideration.** In consideration for the assignment set forth in Section 1, ASSIGNEE shall pay ASSIGNOR the total sum set forth in the Purchase Agreement in U.S. Dollars (hereinafter, referred to as "PURCHASE PRICE").
3. **Representations and Warranties.** ASSIGNOR represents and warrants to ASSIGNEE:
 - 3.1. ASSIGNOR has the right, power and authority to enter into this TRADEMARK ASSIGNMENT;
 - 3.2. ASSIGNOR is the exclusive owner of all right, title and interest, including all intellectual property rights, in the TRADEMARKS;
 - 3.3. The TRADEMARKS are free of all liens, security interests, encumbrances or licenses and no prior liens, security interests, assignments, or UCC financing statements of any kind have been granted to any third parties;
 - 3.4. The TRADEMARKS do not infringe the rights of any person or entity;

- 3.5. There are no claims, pending or threatened, with respect to ASSIGNOR'S rights in the TRADEMARKS;
 - 3.6. The ASSIGNOR warrants that the TRADEMARKS are current, subsisting, and properly maintained including, but not limited to, the timely filing of all applicable affidavits and related filing fees;
 - 3.7. The ASSIGNOR warrants that there are no proceedings related to the TRADEMARKS that are underway or pending in the United States Patent and Trademark Office;
 - 3.8. The ASSIGNOR warrants that it has no notice of any suits, actions, and/or other petitions regarding the TRADEMARKS commenced or threatened in court or a governmental agency of competent jurisdiction including, but not limited to, a suit brought in any federal court in the United States or any petitions filed with the United States Patent and Trademark Office;
 - 3.9. This TRADEMARK ASSIGNMENT is valid, binding and enforceable in accordance with its terms; and
 - 3.10. ASSIGNOR is not subject to any agreement, judgment or order inconsistent with the terms of this TRADEMARK ASSIGNMENT.
4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this TRADEMARK ASSIGNMENT, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
 5. **Entire Agreement.** This TRADEMARK ASSIGNMENT contains the entire understanding and agreement between the Parties hereto with respect to assignment of the TRADEMARKS to Zyber and supersedes any prior or contemporaneous written or oral agreements, representations or warranties regarding the assignment of the TRADEMARKS to Zyber.
 6. **Amendment.** This TRADEMARK ASSIGNMENT may be amended only by a writing signed by all Parties executing this TRADEMARK ASSIGNMENT.
 7. **Severability.** If any term, provision, covenant or condition of this TRADEMARK ASSIGNMENT, or the application thereof to any person, entity, place or circumstance, shall be held by a court or governmental agency of competent jurisdiction to be invalid, unenforceable or void, the remainder of this TRADEMARK ASSIGNMENT and such term, provision, covenant or condition as applied to other persons, entities, places and circumstances shall remain in full force and effect.
 8. **Agreement to Perform Necessary Acts.** The Parties, both ASSIGNOR and ASSIGNEE, agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this TRADEMARK ASSIGNMENT, including, but not limited to, all acts required to file this TRADEMARK ASSIGNMENT

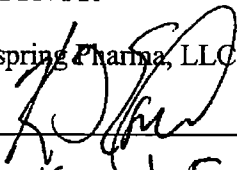
with the United States Patent and Trademark Office and any and all acts required to maintain the TRADEMARKS.

9. **Governing Law.** This TRADEMARK ASSIGNMENT shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Louisiana.
10. **Survival.** All terms and provisions of this TRADEMARK ASSIGNMENT shall survive any change of control, status, or change in rights regarding the TRADEMARKS for both ASSIGNOR and ASSIGNEE.
11. **Obligations.** The obligations of **the Parties** under this TRADEMARK ASSIGNMENT shall inure to the benefit of and shall be binding upon the Parties, legal assigns, heirs, successors, their principals, officers, directors, employees, parents, subsidiaries, affiliates, licensees, merger partners, and assigns, and any party in privity with any of those, but this TRADEMARK ASSIGNMENT may not be assigned by a party to this TRADEMARK ASSIGNMENT to a third party except with the prior written consent of both ASSIGNOR and ASSIGNEE.

12. **Execution.** This TRADEMARK ASSIGNMENT may be executed in multiple original counterparts, each of which shall constitute an original, but all of which together shall constitute but a single agreement.

ASSIGNOR

Dayspring Pharma, LLC



Name: Kevin J. Ewal

Title: Chairman

Date: 6-2-09

ASSIGNEE

Zyber Pharmaceuticals, Inc.

Name: _____

Title: _____

Date: _____

12. **Execution.** This TRADEMARK ASSIGNMENT may be executed in multiple original counterparts, each of which shall constitute an original, but all of which together shall constitute but a single agreement.

ASSIGNOR

Dayspring Pharma, LLC

Name: _____

Title: _____

Date: _____

ASSIGNEE

Zyber Pharmaceuticals, Inc.

 _____

Name: Cooper Collins

Title: President

Date: 6-2-2009

ACKNOWLEDGMENT OF ZYBER PHARMACEUTICALS, INC.

STATE OF Texas
PARISH/COUNTY OF Harris

BE IT KNOWN that on this 2nd day of June, 2009 before me, the undersigned authority, duly qualified and sworn within and for the State and Parish/County aforesaid, personally came and appeared Cooper Collins, to me personally known to be the identical person whose name is ascribed to the foregoing instrument, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he or she has the authority to execute and has executed the foregoing **TRADEMARK ASSIGNMENT** pursuant to authority duly vested in him or her by Zyber, Inc. for the uses, purposes and benefits expressed as the free act and deed of said appearer.

WITNESSES:

ZYBER PHARMACEUTICALS, INC

Stacey Collins

Cooper Collins

Print Name: Stacey Collins

By: Cooper Collins

Title: President

Print Name: _____



SWORN TO AND SUBSCRIBED BEFORE ME,

THIS 2nd DAY OF June, 2009.

Crystal Jirck
NOTARY PUBLIC

NOTARY I.D. NO./ BAR NO.: 446675

MY COMMISSION EXPIRES: 12/29/2012

ACKNOWLEDGMENT OF DAYSPRING PHARMA, LLC.

STATE OF TENNESSEE
PARISH/COUNTY OF DAVIDSON

BE IT KNOWN that on this 2nd day of June, 2009 before me, the undersigned authority, duly qualified and sworn within and for the State and Parish/County aforesaid, personally came and appeared Kevin J. Esval, to me personally known to be the identical person whose name is ascribed to the foregoing instrument, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he or she has the authority to execute and has executed the foregoing **TRADEMARK ASSIGNMENT** pursuant to authority duly vested in him or her by DaySpring Pharma, LLC for the uses, purposes and benefits expressed as the free act and deed of said appearer.

WITNESSES:

[Signature]
Print Name: Jason Starr

[Signature]
Print Name: David Robt Mack

DAYSPRING PHARMA, LLC

[Signature]
By: Kevin J. Esval

Title: Chairman

SWORN TO AND SUBSCRIBED BEFORE ME,

THIS 2nd DAY OF JUNE, 2009.

[Signature]
NOTARY PUBLIC

NOTARY I.D. NO./BAR NO.: N/A (R)

MY COMMISSION EXPIRES: 03 APRIL 2013

