

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
SRZ Properties, Inc.		09/16/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alaven Pharmaceutical LLC		
Street Address:	2260 Northwest Parkway		
Internal Address:	Suite A		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1302386	COLYTE	
Registration Number:	3154739	TRILYTE	
CORRESPONDENCE DATA			
Fax Number:	(404)541-2905		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4044073607		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Ashish D. Patel / Thompson Hine LLP		
Address Line 1:	P.O. Box 8801		
Address Line 2:	Trademarks		
Address Line 4:	Dayton, OHIO 45401-8801		
ATTORNEY DOCKET NUMBER:	076517.00058,076517.00059		
NAME OF SUBMITTER:	Ashish D. Patel		

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**TRADEMARK
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Signature:	/Ashish D. Patel/
Date:	10/12/2009
Total Attachments: 5 source=Trademark Assignment-SRZ#page1.tif source=Trademark Assignment-SRZ#page2.tif source=Trademark Assignment-SRZ#page3.tif source=Trademark Assignment-SRZ#page4.tif source=Trademark Assignment-SRZ#page5.tif	

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Assignment") dated as of September 16, 2009 (the "Effective Date") is made by SRZ Properties, Inc., a Delaware corporation ("Assignor"), to Alaven Pharmaceutical LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, and all registrations and applications therefor pending or subsisting in the United States of America (the "Territory"), specified in Schedule A attached (the "Trademarks");

WHEREAS, pursuant to the License and Asset Purchase Agreement, dated as of February 15, 2008 by and among UCB, Inc., UCB Pharma Ltd. and Assignee as amended by that certain Option Exercise and Amendment Agreement, dated as of September 16, 2009, by and among UCB, Inc., UCB Pharma Ltd. and Assignee, Assignee is acquiring the entire business to which use of the Trademarks in the Territory pertains;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks in the Territory; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks in the Territory.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all rights, title and interests in and to the Trademarks in the Territory, together with (i) the registrations of the Trademarks in the Territory and (ii) the goodwill of the business symbolized by and associated with the Trademarks and such registrations in the Territory. This assignment includes an assignment of all rights to (A) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Trademarks in the Territory, the registrations thereof or the goodwill symbolized by or associated with the Trademarks or such registrations in the Territory, (B) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country in the Territory for cancellation or opposition, or other proceeding, in connection with the Trademarks and (C) to collect any income, royalties and payments arising after the Closing Date by virtue of the use thereof in the Territory. The rights, title and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2. Miscellaneous.

a. Assignor further covenants that it will execute and deliver, from time to time after the date hereof upon the reasonable request of Assignee, such further documents,

papers, forms, and authorizations and will take all other actions that may be necessary for securing, completing or vesting in Assignee the ownership of the Trademarks in the Territory, to the fullest extent possible.

b. This Assignment shall be exclusively interpreted in accordance with and governed by the laws of the State of Delaware, without regard to its conflicts of law provisions.

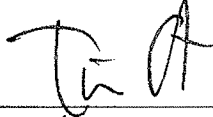
c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

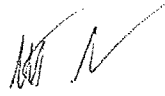
d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark Rights to be executed by a duly authorized officer, as of the Effective Date.

SRZ Properties, Inc.

By: 
Title: Director
Date:

By: 
Title: Co-Treasurer
Date:

[Signature Page to Trademark Assignment]

COMMONWEALTH OR STATE OF GEORGIA

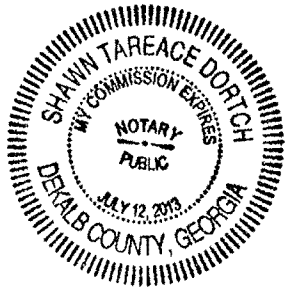
COUNTY OF DEKALB) ss.

On this, the 16th day of September, 2009 before me appeared TIM STON, and SCOTT GEE the persons who signed this instrument, who acknowledged, respectively, that he is the SECRETARY of Assignor and that he is the TREASURER of Assignor, and that each being duly authorized he signed such instrument as a free act on behalf of said corporation.

Shawn Tareace Dortch
Notary Public

My commission expires: 12 JULY 2013

[Seal]



SCHEDULE A
TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration No</u>	<u>Registration Date</u>	<u>Recorded Owner</u>
COLYTE	United States of America	1302386	10/30/1984	SRZ Properties, Inc.
TRILYTE	United States of America	3154739	10/10/2006	SRZ Properties, Inc.

17580270

Trademark Assignment

RECORDED: 10/12/2009

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