

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
Transport Pharmaceuticals, Inc.		10/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nitric BioTherapeutics, Inc.		
Street Address:	2 Canal's End Road		
Internal Address:	Suite 201-A		
City:	Bristol		
State/Country:	PENNSYLVANIA		
Postal Code:	19007		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77096177	SOLOVIR	
Serial Number:	78940129	TRANSPORT PHARMACEUTICALS, INC.	
Serial Number:	78943547	SOLOVIR	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jhannon@kslaw.com		
Correspondent Name:	James Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09642.233005		
NAME OF SUBMITTER:	James M. Hannon		

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**TRADEMARK
 REEL: 004089 FRAME: 0701**

Signature:	/James M. Hannon/
Date:	11/03/2009
Total Attachments: 4 source=Trans TM Assignment#page1.tif source=Trans TM Assignment#page2.tif source=Trans TM Assignment#page3.tif source=Trans TM Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of the date of execution below ("Effective Date") by and between **Transport Pharmaceuticals, Inc.**, a Delaware corporation ("Assignor"), and **Nitric BioTherapeutics, Inc.**, a Delaware Corporation ("Assignee").

WHEREAS, Assignor has adopted, used and is using certain trademarks and trade names, including, without limitation, the marks listed on Schedule A hereto (hereinafter, the "Marks"), some of which are registered in the U.S. Patent and Trademark Office and/or foreign trademark offices or are the subject of pending applications as is detailed in Schedule A, and owns all right, title and interest to the same, including the goodwill associated therewith; and

WHEREAS, Assignor and Assignee have executed an Asset Purchase Agreement ("Agreement") dated October 30, 2009 pursuant to which Assignor has agreed to sell, transfer and assign certain intellectual property rights and other assets to Assignee, including, without limitation, the Marks; and

WHEREAS, Assignee is desirous of acquiring, and Assignor wishes to assign, all right, title and interest in and to the Marks, including the goodwill associated therewith and the registrations therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor expressly acknowledges:

Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Marks, including, without limitation, the U.S. and foreign registrations and U.S. applications therefor and the goodwill of the business symbolized thereby. Assignor further assigns to Assignee all rights to sue, bring actions and recover and hold damages, profits and other compensation for any and all past, present and future infringements and unauthorized uses of the Marks.

Assignor covenants and agrees that Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Marks and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Marks assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, that (i) this Assignment shall be effective regardless of whether any such additional documents are executed; and (ii) if any such further action on the part of Assignor requires any action other than executing and delivering other instruments of conveyance and transfer, Assignee agrees to bear the costs and expenses incurred by Assignor to effect such further action.

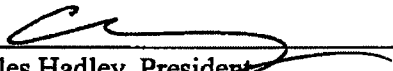
This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, legal representatives and assigns, and all others acting by, through, with or under Assignor's direction and all those in privity therewith.

A facsimile or photocopied signature (which may be delivered by facsimile or other electronic means) shall be deemed to be the functional equivalent of an original for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in its corporate name by a duly authorized representative as of the date written below.

TRANSPORT PHARMACEUTICALS, INC.


Charles Hadley, President

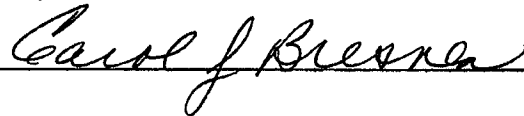
STATE OF New Jersey
COUNTY OF Mercer) : ss.:

I, Carol J. Bresnen, a Notary Public for said county and state, do hereby certify that Charles G. Hadley, who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as a free deed and act, signed, sealed and delivered for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded. acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30th day of October 2009.

(Official Seal)

Notary Public



My commission expires Aug 8, 2013

CAROL J. BRESNEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 8, 2013

Schedule A

Solovir

Breaking the Barriers of Dermal Delivery

The Transport Pharmaceuticals, Inc. logo

Biophoretic Therapeutic Systems

Breaking the Barriers of Dermal Delivery