

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
Mallinckrodt Inc.		11/04/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Victory Pharma, Inc.		
Street Address:	11682 El Camino Real, Suite 250		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3295693	MAGNACET	
CORRESPONDENCE DATA			
Fax Number:	(858)509-4010		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		
Address Line 1:	12255 El Camino Real, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	080723-0000028		
NAME OF SUBMITTER:	Michelle L. Mehok		
Signature:	/michelle mehok/		
Date:	11/04/2009		

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TRADEMARK
REEL: 004091 FRAME: 0025

Total Attachments: 2

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TRADEMARK

REEL: 004091 FRAME: 0026

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of November 4, 2009, is entered into by and between Mallinckrodt Inc., a Delaware corporation ("Assignor"), and Victory Pharma, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the MAGNACET trademark (the "Trademark") and the United States trademark registration for MAGNACET, USPTO Reg. No. 3295693 (the "Registration") (the Trademark and the Registration, collectively, the "Mark"); and

WHEREAS, Assignor and Assignee entered into that certain Transfer Agreement, dated as of the date hereof, which provided for Assignor's sale, conveyance, assignment and transfer of the Mark to Assignee.

NOW, THEREFORE, Assignor hereby sells, conveys, assigns and transfers unto Assignee all of Assignor's right, title and interest in and to the Mark, together with any common law rights and the goodwill of the business symbolized therewith, as well as the right (but not the obligation) to assert the Mark and to collect for all past, present and future infringements and claims for damages and the proceeds thereof (including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur). This document may be executed in two counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

MALLINCKRODT INC.

By: Jeffrey S. Boone
Name: Jeffrey S. Boone
Title: Vice President,
Intellectual Property

VICTORY PHARMA, INC.

By: _____
Name: Matthew T. Heck
Title: President

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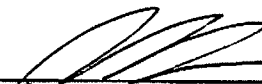
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MALLINCKRODT INC.

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Name: Jeffrey S. Boone
Title: Vice President,
Intellectual Property

VICTORY PHARMA, INC.

By:  _____
Name: Matthew T. Heck
Title: President