

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
Kowa Pharmaceuticals America, Inc.		11/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nautilus Neurosciences, Inc.		
Street Address:	1200 Route 22 East		
Internal Address:	Suite 2000		
City:	Bridgewater		
State/Country:	NEW JERSEY		
Postal Code:	08807		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78834230	IMPACT	
Serial Number:	78930847	DBT	
Serial Number:	77441592	CAMBIA	
CORRESPONDENCE DATA			
Fax Number:	(203)327-2669		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2033518020		
Email:	ct-ip@kelleydrye.com		
Correspondent Name:	Steven J. Moore c/o Kelley Drye & Warren		
Address Line 1:	400 Atlantic Street		
Address Line 2:	13th Floor		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	015139.0017		

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**TRADEMARK
 REEL: 004105 FRAME: 0377**

NAME OF SUBMITTER:	Steven J. Moore
Signature:	/Steven J. Moore/
Date:	12/01/2009
Total Attachments: 6 source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif source=IP Assignment#page6.tif	

PRODUCT INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS PRODUCT INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made as of this 23rd day of November, 2009, by and between Nautilus Neurosciences, Inc., a Delaware corporation (the "Buyer"), and Kowa Pharmaceuticals America, Inc., a Delaware corporation (the "Seller").

WITNESSETH:

WHEREAS, the Seller and the Buyer have entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, this Assignment is being made pursuant to Sections 9.2(b) and 9.3(d) of the Purchase Agreement; and

WHEREAS, the Seller owns certain rights, title and interests in and to the Product Intellectual Property, including, without limitation, the trademarks described on the attached Schedule A.

WHEREAS, the Buyer desires to obtain all of the Seller's rights, title and interest in, to and under the Product Intellectual Property in connection with its purchase of certain of the assets of the Seller pursuant to the terms of the Purchase Agreement.

WHEREAS, the Seller is willing to transfer its rights, title and interest that it may have in, to and under the Product Intellectual Property and to assign to Buyer all rights, title and interest as Seller may possess in, to and under the Product Intellectual Property worldwide.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements and covenants contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignment and Assumption. Effective as of the date hereof, the Seller hereby sells, conveys, transfers, assigns, remises, delivers and sets over to the Buyer, its successors and assigns, the Seller's entire right, title and interest in, to and under the Product Intellectual Property, including all common law rights and all goodwill associated with each trademark and all registrations and applications for each trademark, including any renewals and extensions of the registrations that are or may be secured under law, and including all improvements, divisions, renewals and continuations of the Product Intellectual Property. In addition, the Seller assigns to the Buyer all claims to recover for damages and profits for past, present or future infringements or other unauthorized use of the Product Intellectual Property, together with the right to sue for, and to collect, such damages.

3. Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, amend, change, waive or in any other way affect any of the provisions of the Purchase Agreement, including, without limitation, any of the representations and warranties, covenants, agreements and conditions contained in the Purchase Agreement, as well as the respective rights and remedies (including, without limitation, indemnification rights and obligations), of the Buyer or the Seller under the Purchase Agreement. This Assignment is intended only to effect the transfer of the Product Intellectual Property as contemplated by the Purchase Agreement and shall be governed by the terms and

conditions of the Purchase Agreement. To the extent any provision of this Assignment conflicts with, or is inconsistent with, the Purchase Agreement, the Purchase Agreement shall be deemed to supersede such conflicting or inconsistent provision of this Assignment, and the Purchase Agreement shall control and govern.

4. Further Assurances. The Seller agrees to execute and deliver, or cause to be executed and delivered, such other instruments of conveyance and transfer and take such other actions as the Buyer may reasonably request in order to more effectively consummate the transactions contemplated hereby.

5. Multiple Counterparts. This Assignment may be executed in one or more counterparts, all of which (when executed and delivered) shall be considered one and the same Assignment and shall become effective when one or more counterparts have been signed by each Party and delivered by each Party to the other Party, it being understood that both Parties need not sign the same counterpart. Counterparts may be delivered via facsimile or other electronic transmission method (including pdf) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6. Governing Law. THIS ASSIGNMENT, ALL TRANSACTIONS CONTEMPLATED HEREBY, ALL RELATIONSHIPS BETWEEN THE PARTIES HEREUNDER AND ALL DISPUTES BETWEEN THE PARTIES WITH RESPECT TO ANY OF THE FOREGOING SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISION (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

7. Consent to Jurisdiction. EACH PARTY AGREES THAT ANY AND ALL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ANY TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATIONSHIPS BETWEEN THE PARTIES HEREUNDER AND ANY DISPUTES BETWEEN THE PARTIES WITH RESPECT TO ANY OF THE FOREGOING SHALL BE COMMENCED AND PROSECUTED EXCLUSIVELY IN THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF NEW YORK, NEW YORK COUNTY, AND ANY APPELLATE COURTS THEREFROM (COLLECTIVELY, THE "NEW YORK COURTS"). EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ANY TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATIONSHIPS BETWEEN THE PARTIES HEREUNDER AND ANY DISPUTES BETWEEN THE PARTIES WITH RESPECT TO ANY OF THE FOREGOING IN ANY OF THE NEW YORK COURTS. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH PROCEEDING IN ANY OF THE NEW YORK COURTS. EACH PARTY CONSENTS AND SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY OF THE NEW YORK COURTS IN RESPECT OF ANY SUCH PROCEEDING. PROCESS WITH RESPECT TO ANY SUCH PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, AND MAY BE SENT OR DELIVERED TO THE PARTY TO BE SERVED AT THE ADDRESS AND IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES SET FORTH IN SECTION 11.2 OF THE PURCHASE AGREEMENT OR IN ANY OTHER MANNER OTHERWISE PERMITTED BY APPLICABLE LAW.

8. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced under any Governmental Rule or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal

substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

9. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.


10. Amendments and Waivers. This Assignment may not be amended except by an instrument in writing signed on behalf of each Party, which states that it constitutes an amendment to this Assignment and specifies the provision(s) hereof that are being amended. Any term or condition of this Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Assignment, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Assignment on any future occasion.

[Signatures are on following page]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

SELLER:

KOWA PHARMACEUTICALS AMERICA, INC.

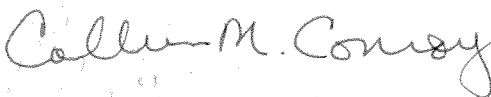
By: 
Printed Name: Benjamin Stakely
Title: Chief Executive Officer

STATE OF New York
COUNTY OF New York

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Benjamin Stakely, whose name as Chief Executive Officer of KOWA PHARMACEUTICALS AMERICA, INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23^d day of November, 2009.

Notary Public
My Commission Expires:



COLLEEN M. CONROY
NOTARY PUBLIC, State of New York
No. 01CO5051453
Qualified in Queens County
Commission Expires November 6, 2013

BUYER:

NAUTILUS NEUROSCIENCES, INC.

By: 

Printed Name: Eric J. Liebler

Title: President

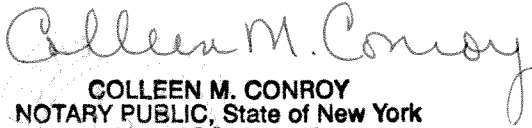
STATE OF New York
COUNTY OF New York

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Eric J. Liebler, whose name as President of NAUTILUS NEUROSCIENCES, INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said President.

Given under my hand and official seal this 23rd day of November, 2009.

Notary Public

My Commission Expires:


COLLEEN M. CONROY
NOTARY PUBLIC, State of New York
No. 01CO5051453
Qualified in Queens County
Commission Expires November 6, 2013

Schedule A

Trademarks

Mark	Date Filed	Serial No.	Description of Goods	Reg. No.	Reg. Date	Status
IMPACT	03/10/06	78/834230	16: printed reports featuring clinical trial results involving migraine headache treatments; 42: providing on-line computer databases in the field of clinical trial results involving migraine headache treatments to physicians and patients; providing on-line computer databases to migraine headache sufferers featuring results of clinical trials in the field of migraine headaches; providing health information, namely providing clinical trial results involving migraine headache treatments to physicians and patients 44: providing health information, namely, providing information to patients suffering from migraine headaches			PENDING Allowed 03/25/08; Statement of Use or 4 th Extension due 03/25/10.
DBT	07/17/06	78/930847	05: analgesic preparations; anti-inflammatories			PENDING Allowed 05/01/07; Statement of Use due before 05/01/10.
CAMBIA	04/07/08	77/441592	05: analgesic preparations; anti-inflammatories	3677383	09/01/09	REGISTERED Affidavits due between 09/01/14 and 09/01/15.

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