

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Javelin Pharmaceuticals, Inc.    |  | 12/18/2009            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Myriad Pharmaceuticals, Inc.   |                       |                       |
| <b>Street Address:</b>           | 320 Wakara Way   |                       |                       |
| <b>City:</b>                     | Salt Lake City   |                       |                       |
| <b>State/Country:</b>            | UTAH   |                       |                       |
| <b>Postal Code:</b>              | 84108  |                       |                       |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 7</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>            | 77061513   |                       |                       |
| <b>Serial Number:</b>            | 77061512   | JAVELIN               |                       |
| <b>Serial Number:</b>            | 77324349   | ERESKA                |                       |
| <b>Serial Number:</b>            | 77324366   | KALMIRA               |                       |
| <b>Serial Number:</b>            | 77516663   | DYLOJECT              |                       |
| <b>Serial Number:</b>            | 77521236   | KENTAIN               |                       |
| <b>Serial Number:</b>            | 77516657   | RYLOMINE              |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (617)542-2241  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 617-542-6000   |                       |                       |
| <b>Email:</b>                    | grdenningham@mintz.com   |                       |                       |
| <b>Correspondent Name:</b>       | Carol H. Peters  |                       |                       |
| <b>Address Line 1:</b>           | Mintz Levin  |                       |                       |
| <b>Address Line 2:</b>           | One Financial Center   |                       |                       |

OP \$190.00 77061513

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: 40074-002

NAME OF SUBMITTER: Carol H. Peters

Signature: /carol h peters/

Date: 12/23/2009

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 18, 2009 by and between Javelin Pharmaceuticals, Inc., a Delaware corporation ("Grantor") and Myriad Pharmaceuticals, Inc., a Delaware corporation ("Secured Party").

### RECITALS

A. Secured Party has agreed to make certain advances of money to Grantor and Subsidiary (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Secured Party, Grantor and Subsidiary dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Secured Party is willing to make the Loans to Grantor and Subsidiary, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and other Note Documents, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its owned Intellectual Property registered with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Note Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Note Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all owned active intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, other than any intellectual property rights that Grantor intends to abandon as set forth on Section 5.15 to the Company Disclosure Schedule.

Grantor shall be empowered and authorized to record a further copy of this Intellectual Property Security Agreement together with such amended and restated Exhibits A, B, and C (as applicable) with the United States Patent and Trademark Office and/or United States Copyright Office without further consent of or signatures from Grantor, and there shall be no need to re-execute, amend or restate this Intellectual Property Security Agreement in connection therewith.

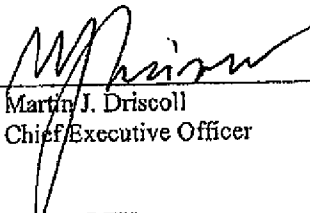
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

125 CambridgePark Drive  
Cambridge, MA 02140

JAVELIN PHARMACEUTICALS, INC.

By:   
Name: Martin J. Driscoll  
Title: Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

320 Wakara Way  
Salt Lake City, UT 84108

MYRIAD PHARMACEUTICALS, INC.

By: \_\_\_\_\_  
Name: Adrian N. Hobden  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

125 CambridgePark Drive  
Cambridge, MA 02140

JAVELIN PHARMACEUTICALS, INC.

By: \_\_\_\_\_  
Name: Martin J. Driscoll  
Title: Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

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MYRIAD PHARMACEUTICALS, INC.

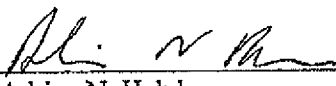
By:  \_\_\_\_\_  
Name: Adrian N. Hobden  
Title: President and Chief Executive Officer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark



|          | <u>Application/<br/>Registration<br/>Number</u> | <u>Application/<br/>Registration<br/>Date</u> |
|----------|---|---|
|          | 77/061513                                       | 11-Dec-2006                                   |
| JAVELIN  | 77/061512                                       | 11-Dec-2006                                   |
| ERESKA   | 77/324349                                       | 08-Nov-2007                                   |
| KALMIRA  | 77/324366                                       | 08-Nov-2007                                   |
| DYLOJECT | 77/516663                                       | 08-Jul-2008                                   |
| KENTAIN  | 77/521236                                       | 14-Jul-2008                                   |
| RYLOMINE | 77/516657                                       | 08-Jul-2008                                   |