

D:\NORMAN CHIRITE COMPANY:500 ATRIUM DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.101/12/2010
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|---------------------------|--------------------------------------------------------------------------------------|----------|-----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | Paragon Rx LLC | | 12/31/2009 |
| | LIMITED LIABILITY COMPANY: | | |
| RECEIVING PARTY DATA | | | |
| Name: | ParagonRx International LLC | | |
| Street Address: | 2751 Centerville Road | | |
| Internal Address: | Suite 100 | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19808 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 3089035 | PARAGONRX |
| | Registration Number: | 3089034 | PROCESS OF CARE |
| | Registration Number: | 3093793 | RXFMEA |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (703)917-4788 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 9177517054 | | |
| Email: | nchirite@inventivhealth.com | | |
| Correspondent Name: | Norman Chirite | | |
| Address Line 1: | 500 Atrium Drive | | |
| Address Line 4: | Somerset, NEW JERSEY 08873 | | |
| NAME OF SUBMITTER: | Norman Chirite | | |
| Signature: | /Norman Chirite/ | | |

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Date:

01/12/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 31st day of December, 2009 ("Effective Date"), is from ParagonRx, LLC ("Assignor") to ParagonRx International LLC (f/k/a PRx Acquisition LLC) ("Assignee").

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks and trademark applications listed in the attached Schedule A (the "Assigned Trademarks").

WHEREAS, Assignee is desirous of acquiring the Assigned Trademarks, and the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks.

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

1. Assignor does hereby sell, assign, transfer, convey and deliver unto the Assignee, its successors and assigns, its entire worldwide right, title and interest, whether statutory or common law rights, in and to the Assigned Trademarks and the registrations thereof without limitation, the right to any renewals and extensions that may be granted thereon, the right to prosecute any applications therefor, together with the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity); together with the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment.
4. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

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Trademark Assignment

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ParagonRx, LLC

By

[Signature]
Name: *Jeffrey E. Falkenstein*
Title: *President*

ParagonRx International LLC (f/k/a PRx Acquisition LLC)

By

Name:
Title:

0:NORMAN CHIRITE COMPANY:500 ATRIUM DRIVE

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ParagonRx LLC

By

Name:

Title:

ParagonRx International LLC (f/k/a PRx Acquisition LLC)

By



Name: D B Quinn

Title: VP

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Schedule A
Assigned Trademarks

| <u>Trademark</u> | <u>Jurisdiction of Registration</u> | <u>Registration No.</u> |
|------------------|-------------------------------------|-------------------------|
| ParagonRx | United States | 3,089,035 |
| Process of Care | United States | 3,089,034 |
| RxFMEA | United States | 3,093,793 |