

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Myriad Pharmaceuticals, Inc.		04/19/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Javelin Pharmaceuticals, Inc.
Street Address:	125 Cambridge Park Drive
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02140
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77061513	
Serial Number:	77061512	JAVELIN
Serial Number:	77324349	ERESKA
Serial Number:	77324366	KALMIRA
Serial Number:	77516663	DYLOJECT
Serial Number:	77521236	KENTAIN
Serial Number:	77516657	RYLOMINE

CORRESPONDENCE DATA

Fax Number: (312)698-2168
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: lisa.parker.gates@bakernet.com,
 colleen.m.brennan@bakernet.com

Correspondent Name: Lisa Parker Gates
 Address Line 1: 130 E. Randolph Drive
 Address Line 2: One Prudential Plaza, Suite 3500

CH \$190.00 77061513

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 22006111-000042

NAME OF SUBMITTER: Lisa Parker Gates

Signature: /lisa parker gates/

Date: 04/20/2010

Total Attachments: 4
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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS (this "Release") is dated as of April 19, 2010, by Myriad Pharmaceuticals, Inc., in its capacity as the Secured Party under the Loan and Security Agreement (as defined herein) (the "Secured Party"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement.

WHEREAS, the Secured Party, Javelin Pharmaceuticals, Inc. (the "Company") and Innovative Drug Delivery Systems, Inc., entered into that certain Loan and Security Agreement dated as of December 18, 2009, as amended as of March 10, 2010 (the "Loan and Security Agreement");

WHEREAS, to induce the Secured Party to enter into the Loan and Security Agreement, the Company executed and delivered, among other things, the Loan and Security Agreement, that certain Intellectual Property Security Agreement, dated as of December 18, 2009 (the "IP Security Agreement"), and other security documents (collectively, the "Security Documents") to secure the complete and timely payment and satisfaction of the Obligations under the Loan and Security Agreement;

WHEREAS, the Security Documents granted the Secured Party a security interest in all of the Company's right, title and interest in, to and under its owned Intellectual Property registered with the United States Patent and Trademark Office, including, without limitation, the Trademarks listed on Schedule I (the "Trademarks") hereto;

WHEREAS, the IP Security Agreement was recorded, in the United States Patent and Trademark Office of the United States on Reel 004119, Frame 0443 (as corrected at Reel 004183, Frame 0225); and

WHEREAS, the Company has satisfied all of the Obligations and has requested that the Secured Party release all of its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. Effective as of April 19, 2010, the Secured Party hereby, without representation, warranty or recourse, fully releases and terminates its security interest in the Company's entire right, title and interest in and to the following whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark, together with any re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and
- (ii) all products and proceeds of the foregoing, including, without limitation, license royalties, any claim by the Company against third parties for past, present or future infringement of any Trademark (all of the foregoing trademarks,

applications, products and proceeds are sometimes hereinafter individually and/or collectively referred to as the "Released Trademarks").

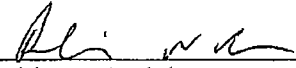
2. The Secured Party hereby reassigns to the Company, all of the Secured Party's right, title and interest in and to the Released Trademarks.

3. The Secured Party agrees to execute, acknowledge, procure and deliver any further appropriate documents as may be reasonably requested by the Company to evidence this Release, in each case at the Company's expense without recourse to or representation or warranty by the Secured Party.

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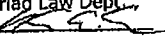
IN WITNESS WHEREOF, the undersigned has caused this Release of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

Myriad Pharmaceuticals, Inc., as Secured Party

By: 

Name: Adrian N. Hobden

Title: President and Chief Executive Officer


Approved as to Form By: Myriad Law Dept. By:  Date:
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Signature Page to Release of Trademarks

TRADEMARK
REEL: 004189 FRAME: 0286

SCHEDULE I

Released Trademarks

<u>Mark</u>		<u>Application/ Registration Number</u>	<u>Application/ Registration 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