

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
PT Holdings, Inc.		06/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PRIMUS THERAPEUTICS, INC.		
Street Address:	4390 U.S. HIGHWAY 1, SUITE 200		
City:	PRINCETON		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85035993	PREVENZA	
Serial Number:	85035994	DURACT	
CORRESPONDENCE DATA			
Fax Number:	(646)390-8724		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	646-250-0469 x101		
Email:	asheldrick@sheldricklaw.net		
Correspondent Name:	Andrew Sheldrick		
Address Line 1:	245 Park Avenue, Suite 3900		
Address Line 4:	New York, NEW YORK 10167		
NAME OF SUBMITTER:	ANDREW SHELDRIK		
Signature:	/s/ Andrew Sheldrick		
Date:	08/09/2010		
Total Attachments: 3			

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Trademark Assignment

THIS TRADEMARK ASSIGNMENT (hereinafter the "Assignment") is made as of June 1, 2010 by PT HOLDING, INC., a Delaware corporation with offices at Brunswick Business Park, 2031 Route 130, suite J, Monmouth Junction, NJ 08852 (hereinafter "Assignor") in favor of PRIMUS THERAPEUTICS, INC., a Delaware corporation with offices at 4390 U.S. Highway 1, Suite 200, Princeton, NJ 08540 (hereinafter "Assignee").

WHEREAS Assignor is the owner of all right, title and interest in and to those certain U.S. trademark applications set forth on **Schedule A**, hereto, (hereinafter the "Marks") and all associated goodwill;

WHEREAS Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest in and to the Marks and all associated goodwill;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor is the owner of all right, title and interest in and to the Marks. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with any goodwill associated therewith.

2. **Rights and Privileges**. All rights and privileges pertaining to the Marks, including but not limited to the right to sue for and receive all damages from past infringements of the Marks, will be owned, held and enjoyed by Assignee and its successors, assigns and other legal representatives for any and all purposes whatsoever.

3. **Further Assurances**. Assignor shall execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect or record Assignee's ownership of or title to the Marks or to clear any encumbrances with respect to the Marks.

4. **Authorization**. Assignor authorizes and requests any official throughout the United States, whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Marks.

5. **Right to Convey**. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any assignment or other agreement in conflict herewith.

6. **Counterparts**. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.

7. **Governing Law**. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, except that Federal law shall be the

governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.

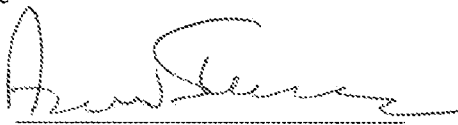
IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

P.T. HOLDINGS, INC.,
Assignor

By: 
Name: Dennis M. O'Donnell
Title: President & Chief Executive Officer

IN WITNESS WHEREOF, Assignee has duly executed this Trademark Assignment as of the first date written above.

PRIMUS THERAPEUTICS, INC.,
Assignee

By: 
Name: Andrew W. Sheldrick
Title: Secretary

Schedule A to Trademark Assignment

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Status</u>
PREVENZA	85035993	N/A	05/12/2010	Live
DURACT	85035994	N/A	05/12/2010	Live

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