

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		07/12/2010	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
Name:	Transform Pharmaceuticals, Inc.		
Street Address:	415 Oakmead Parkway		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3520478	SHAPING THE MEDICINES OF TOMORROW	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(314)621-5065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-621-5070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Meredith P. Gammill		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	30300-150		
NAME OF SUBMITTER:	Meredith P. Gammill		
Signature:	/MPG-ATLLP/		
Date:	08/10/2010		

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Total Attachments: 3

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of the 12<sup>th</sup> day of July, 2010 ("Effective Date") between Johnson & Johnson, a New Jersey corporation (hereinafter the "Assignor"), and Transform Pharmaceuticals, Inc., a Delaware corporation (hereinafter the "Assignee").

WHEREAS, Assignor and Assignee, together with Freeslate, Inc. are parties to a Stock Transfer Agreement, dated as of May 18, 2010 (the Stock Transfer Agreement"); and

WHEREAS, Assignor desires to convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire and accept all of Assignor's right and interest in and to the Trademark set forth on Schedule A attached hereto ("Trademarks").

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and/or agrees to assign to Assignee all of its right, title and interest in the registered trademark set forth in the attached Schedule A, together with all the goodwill associated with the foregoing.
2. As of the execution of this Trademark Assignment, Assignee shall have all benefits, privileges, causes of action and remedies arising out of or relating to the assigned trademark or the exploitation thereof, including without limitation, the right to apply for and maintain all applications, registrations or renewals therefor, to sue for all

past and future infringements thereof or other violations of any rights therein, and to settle and retain proceeds from any such action.

3. Assignor agrees to execute, or cause to have executed, any confirmatory trademark assignments or other documents that may be required in addition to the signing of this Trademark Assignment in order to transfer to the Assignee the ownership of the trademark as set out herein and in order to effectuate the intent of this Trademark Assignment.

4. The parties agree that nothing in this Trademark Assignment shall be construed to transfer any rights, properties or assets beyond those specifically referenced herein nor shall it derogate from any other agreement including the parties.

5. This Trademark Assignment shall be effective as of the Effective Date.

ASSIGNOR

By: 

Title: Assistant Secretary

ASSIGNEE

By: 

Title:   
CEO/President

SCHEDULE A

SHAPING THE MEDICINES OF TOMORROW

Country	Registration No.
UNITED STATES OF AMERICA	3520478