

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
GlaxoSmithKline LLC		10/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CorePharma, L.L.C.		
Street Address:	215 Wood Avenue		
City:	Middlesex		
State/Country:	NEW JERSEY		
Postal Code:	08846		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1177791	DEXEDRINE	
CORRESPONDENCE DATA			
Fax Number:	(973)491-3490		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-491-3326		
Email:	brian.petrequin@leclairryan.com		
Correspondent Name:	Brian L. Petrequin, Esq., LeClairRyan		
Address Line 1:	One Riverfront Plaza		
Address Line 2:	1037 Raymond Blvd., 16th Floor		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	24407.0001		
NAME OF SUBMITTER:	Brian L. Petrequin		
Signature:	/Brian L. Petrequin/		

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**TRADEMARK
 REEL: 004307 FRAME: 0661**

Date:

11/01/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of October 22, 2010, by and between GlaxoSmithKline LLC, a Delaware limited liability company (“**GSK**”) and CorePharma, L.L.C., a New Jersey limited liability company (“**Core**”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement dated as of the date hereof by and between GSK and Core (the “**Asset Purchase Agreement**”).

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement GSK sold, assigned, transferred, conveyed and delivered the Assets to Core;

WHEREAS, GSK is the owner of the registered trademark listed on **Exhibit A** annexed hereto and made a part hereof, which is part of the Assets (the “**Acquired Trademark**”), together with all goodwill represented and symbolized by the Acquired Trademark in the DEXEDRINE Territory (the “**Assigned Goodwill**”); and

WHEREAS, GSK desires, by its execution and delivery of this Assignment, to evidence the assignment of GSK’s title to the Acquired Trademark, together with the Assigned Goodwill, to Core, pursuant to the Asset Purchase Agreement.

AGREEMENT

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

1. GSK hereby sells, assigns, transfers, conveys and delivers to Core (and its successors and assigns), as purchaser of the Assets, all of GSK’s entire right, title and interest in, to and under the Acquired Trademark and the Assigned Goodwill in the DEXEDRINE Territory, and the right to sue and recover for damages for future infringement of the Acquired Trademark and the Assigned Goodwill in the DEXEDRINE Territory, subject in all respects to the rights and licenses retained by GSK (on behalf of itself and its Affiliates) under the Asset Purchase Agreement, including the Retained Rights.
2. GSK further authorizes Core and the Commissioner of Patents and Trademarks of the United States of America to record Core as the assignee and owner of the Acquired Trademark.
3. GSK will cooperate with Core in executing and/or filing documents with the U.S. Patent and Trademark Office (the “**PTO**”) in order to record this Assignment with the PTO, and to record Core as the assignee and owner of the Acquired Trademark in the DEXEDRINE Territory. Without limiting the above, GSK shall complete and execute, in the presence of a notary public, and deliver any document reasonably requested by Core in order to more fully and effectively effectuate the purposes of this Assignment.

4. Notwithstanding **Sections 9.3.1** and **12.8** of the Asset Purchase Agreement, Core shall take all actions (other than the completion, execution and delivery of documents by GSK) and shall bear all fees, costs and expenses incurred in connection with the recordation and filing of any documents, or the performance of any actions needed to more fully and effectively effectuate the sale, assignment, transfer, conveyance and delivery of the Acquired Trademark and the Assigned Goodwill to Core (and its successors and assigns), and Core shall reimburse GSK for any such reasonable out-of-pocket fees, costs or expenses, other than GSK's attorneys fees incurred in connection therewith, if any, which shall be GSK's sole obligation.

5. All of the terms and provisions of this Assignment shall be binding upon GSK and its successors and assigns and shall inure to the benefit of Core and its successors and assigns.

6. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Acquired Trademark and Assigned Goodwill from GSK to Core as provided in the Asset Purchase Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Asset Purchase Agreement as they relate to the Acquired Trademark and Assigned Goodwill, including any of the representations, warranties, covenants or indemnities set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement controls.

7. This Assignment shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise be resolved in accordance with the substantive laws of the State of Delaware without reference to any rules of conflict of laws.

8. Nothing in this Assignment, express or implied, is intended to confer upon any Third Party (other than a permitted successor or assign of a Party hereto) any rights, remedies, obligations or liabilities.

9. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Assignment by facsimile transmission shall be as effective as delivery of a manually executed signature page.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this TRADEMARK ASSIGNMENT as of the date first written above.

GLAXOSMITHKLINE LLC

By:

[Handwritten Signature]

Name: William J. Mosher
Title: Vice President & Secretary

COREPHARMA, L.L.C.

By:

Name:
Title:

STATE OF Pennsylvania)
COUNTY OF Philadelphia) ss:

On this 2nd day of OCTOBER, 2010, before me personally appeared William J. Mosher, to me personally known, who, being duly sworn, did say that he/she is the Vice President & SECRETARY of GlaxoSmithKline LLC and that he/she duly executed the foregoing instrument on behalf and with full authority of said limited liability company, and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

[Handwritten Signature]
Notary Public

My Commission Expires: COMM/ONWEAL TH OF PENNSYLVANIA

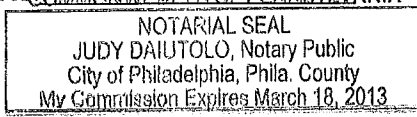


Exhibit A
Acquired Trademark

Trademark: DEXEDRINE
Jurisdiction: United States of America
Registration Number: 1,177,791.