

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
Shionogi Pharma, Inc.		10/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Shore Therapeutics, Inc.		
Street Address:	177 Broad Street, Suite 1101		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3528941	FENOGLIDE	
CORRESPONDENCE DATA			
Fax Number:	(646)562-1293		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-388-9080		
Email:	jlibrie@aol.com		
Correspondent Name:	John Librie		
Address Line 1:	177 Broad Street, Suite 1101		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Laurence Tauber		
Signature:	/s/ Laurence Tauber		
Date:	11/04/2010		

OP \$40.00 3528941

Total Attachments: 2
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**TRADEMARK
 REEL: 004409 FRAME: 0360**

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of October 8, 2010 (the "Effective Date") by and between **Shionogi Pharma, Inc.** ("Assignor"), a Delaware corporation and **Shore Therapeutics, Inc.** ("Assignee"), a Delaware corporation. Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt and adequacy of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. Assignment of Trademark. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to the trademark "Fenoglide" registered with the United States Patent and Trademark Office on November 4, 2008, Serial No. 3528941 (the "Trademark"), without representation or warranty other than that Assignor is the owner of the Trademark, has not encumbered or impaired any rights in same. Assignee hereby accepts such assignment.
2. Further Assurances. Each of assignor and Assignee agrees that it will do, execute, execute acknowledge and deliver, all acts, agreements, instruments, notice and assurances as may be reasonably requested by the other party to further effect and evidence the foregoing assignment.
3. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.
4. Amendment. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions.
6. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

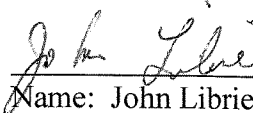
Assignor: **Shionogi Pharma, Inc.**

Assignee: **Shore Therapeutics, Inc.**

By: 

Name: Leslie Zacks

Title: EVP and General Counsel



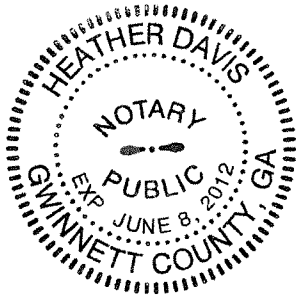
Name: John Librie

Title: General Manager

STATE OF Georgia
COUNTY OF Fulton

On this 8th day of October, 2010, before me, a Notary Public in and for said county, appeared Leslie Zacks, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

{SEAL}



Heather Davis

Notary Public

Commission expires: June 8, 2012