

**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
ABBOTT LABORATORIES		11/05/2010	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	ARBOR PHARMACEUTICALS
Street Address:	4505 FALLS OF NEUSE ROAD
Internal Address:	SUITE 420
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27609
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1077242	E.E.S.
Registration Number:	1058892	E.E.S. 400
Registration Number:	1251456	ERYPED
Registration Number:	1211217	ERY-TAB
Registration Number:	590748	ERYTHROCIN
Registration Number:	1437037	PCE
Registration Number:	1082192	ERYDERM
Registration Number:	1144690	EES

**CORRESPONDENCE DATA**

Fax Number: (919)829-9696  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 919-829-96000  
 Email: TMGROUP@HUTCHLAW.COM  
 Correspondent Name: DEVON E. WHITE

**900177112**

**TRADEMARK  
 REEL: 004412 FRAME: 0450**

**CH \$215.00 1077242**

Address Line 1: 5401 TRINITY ROAD  
Address Line 2: SUITE 400  
Address Line 4: RALEIGH, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	ARBOR.14
NAME OF SUBMITTER:	DEVON E. WHITE
Signature:	/DEW/
Date:	11/10/2010

**Total Attachments: 3**

source=DOCS-#271473-v1-ARBOR\_14\_Confirmatory\_Trademark\_Assignment\_(Abbott)#page1.tif  
source=DOCS-#271473-v1-ARBOR\_14\_Confirmatory\_Trademark\_Assignment\_(Abbott)#page2.tif  
source=DOCS-#271473-v1-ARBOR\_14\_Confirmatory\_Trademark\_Assignment\_(Abbott)#page3.tif

## CONFIRMATORY TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Instrument"), dated as of November 5, 2010 is made by and between Abbott Laboratories, an Illinois corporation having a place of business at 100 Abbott Park Road, Abbott Park, IL 60064 ("Abbott"), and Arbor Pharmaceuticals Inc., a Delaware corporation ("Arbor"), and is delivered pursuant to the terms of that certain Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), by and between Abbott and Arbor. The terms of the Asset Purchase Agreement are incorporated herein by reference, and capitalized terms not otherwise defined in this Instrument shall have the meanings given to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement, and for the consideration set forth therein, the Parties each hereby agrees as follows:

1. Abbott, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Arbor, and Arbor hereby accepts the transfer and assignment of, all of Abbott's right, title and interest in, to, and under the trademark registrations set forth on Exhibit A attached hereto (the "Trademarks"), together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Instrument, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the Territory, the same to be held and enjoyed by the said Arbor, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Abbott had this Instrument not been made.
2. The Parties acknowledge that other documents may need to be executed to effectuate such assignment and agree to cooperate in the execution of any such documents required to complete the assignment.
3. Arbor shall be responsible, at its sole cost, for drafting and filing any documents to complete the recordation of the assignment in the appropriate trademark offices.
4. This Instrument is executed and delivered pursuant to the Asset Purchase Agreement. Nothing in this Instrument shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any representation, warranty, right, obligation, claim or remedy created by the Asset Purchase Agreement. In the event of any conflict between this Instrument and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
5. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

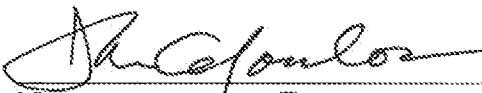
6. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Instrument shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

7. Any notice, request or other document to be given hereunder shall be given in the manner set forth in the Asset Purchase Agreement.

8. This Instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. A Party may deliver executed signature pages to this Instrument by facsimile or electronic (pdf) transmission to any other Party, which facsimile or electronic copy shall be deemed to be an original executed signature page.

IN WITNESS WHEREOF, this Instrument is duly executed and delivered as of the date and year first above written.

**ABBOTT LABORATORIES**

By:   
Name: JOAN POULOS  
Title: GROUP VICE PRESIDENT  
PPG LICENSING & ACQUISITIONS

**ARBOR PHARMACEUTICALS INC.**

By:   
Name: Ed Schutter  
Title: President & CEO

Exhibit A

Country	Trademark	Goods	App #	App Date	Reg #	Reg Date
United States	E.E.S.	ANTIBIOTIC PRODUCTS	73118139	3/7/1977	1077242	11/15/1977
United States	E.E.S. 400	ANTIBIOTIC	73066179	2/15/1977	1058892	2/15/1977
United States	ERYPED	ANTIBIOTIC PHARMACEUTICAL PREPARATIONS	73351494	2/22/1982	1251456	9/20/1983
United States	ERY-TAB	ANTIBIOTIC PREPARATION	73286993	11/21/1980	1211217	10/5/1982
Puerto Rico	ERYTHROCIN	ANTIBIOTIC	XXXX	9/23/1954	9083	9/23/1954
United States	ERYTHROCIN	ANTIBIOTIC	71636577	10/14/1952	590748	6/8/1954
Puerto Rico	PCE	CLASS 5: ANTIBIOTIC PHARM PREP	XXXX	1/15/1992	30441	1/15/1992
United States	PCE	ANTIBIOTIC PHARMACEUTICAL PREPARATIONS	73593507	4/14/1986	1437037	4/21/1987
United States	ERYDERM	ANTIBIOTIC	73124970	5/2/1977	1082192	1/17/1978
United States	EES	ANTIBIOTIC	73221719	6/29/1979	1144690	12/30/1980