

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vivus, Inc.		05/04/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acrux DDS Pty Ltd.		
<b>Street Address:</b>	103-113 Stanley Street		
<b>City:</b>	West Melbourne, VIC		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	3003		
<b>Entity Type:</b>	COMPANY: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78861770	LURAMIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-979-1282		
<b>Email:</b>	lfgould@duanemorris.com		
<b>Correspondent Name:</b>	Lewis F. Gould, Jr./Duane Morris LLP		
<b>Address Line 1:</b>	30 S. 17th Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	D8855-00004		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Lewis F. Gould, Jr./Duane Morris LLP		
<b>Address Line 1:</b>	30 S. 17th Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		

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**TRADEMARK**  
 REEL: 004572 FRAME: 0110

NAME OF SUBMITTER:	Lewis F. Gould, Jr.
Signature:	/lfg/
Date:	06/29/2011
<b>Total Attachments: 3</b> source=LURAMIST - Trademark Assignment Agreement#page1.tif source=LURAMIST - Trademark Assignment Agreement#page2.tif source=LURAMIST - Trademark Assignment Agreement#page3.tif	

### Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement") is made and effective as of May 4, 2010, by and between, Vivus, Inc. a Delaware corporation ("Seller"), and Acrux DDS Pty Ltd., an Australian company ("Purchaser").

WHEREAS, Seller is the owner of rights in the trademark "Luramist" ("the Mark"), has adopted and is using or intends to use such mark, and has registered or applied to register the Mark in the jurisdictions listed at Exhibit A1 to this Assignment (the "Luramist Applications and Registrations");

WHEREAS, Purchaser desires to acquire all of Seller's right, title and interest in and to the Mark, including the Luramist Applications and Registrations, as successor to the goodwill of and that portion of the business of Seller to which the Mark pertains.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Seller hereby sells, assigns and transfers to Purchaser, its successors and assigns, all of its right, title and interest in and to the Mark, including the Luramist Applications and Registrations and any other applications and registrations for the Mark in any country or jurisdiction in the world, all common law rights, in the United States and all other countries and jurisdictions of the world, together with the goodwill of and that portion of the business symbolized by the Mark.

2. Seller hereby assigns to Purchaser all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Mark, or injury to the goodwill associated with the Mark, as well as the rights to sue for and recover the Mark in Purchaser's own name.


3. Seller represents and warrants that it will cooperate in any actions necessary for Purchaser to prosecute, renew or register its rights, title and interests in and to the Mark and any related trademark applications and registrations, and will cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties. Should Acrux DDS Pty Ltd. request cooperation that requires Vivus to expend more than 10 hours of its employees' time or to incur expenses totaling in excess of US\$5,000, Acrux DDS Pty Ltd. agrees to reimburse Vivus for the reasonable cost of its employees' time in excess of 10 hours and expenses in excess of \$5,000 reasonably incurred by Vivus. Nothing herein shall require Acrux DDS Pty Ltd. to pay Vivus for its time incurred in completing the transfer of the Mark, the transfer of Vivus' trademark prosecution files or domain name <luramist.com> or the execution and/or notarization of documents required for Acrux DDS Pty Ltd. to obtain transfer of rights to the Mark in individual jurisdictions.

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

SELLER:

Dated: May 7<sup>th</sup>, 2010

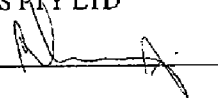
VIVUS INC.

By: 

PURCHASER:

Dated: May 11<sup>th</sup>, 2010

ACRUX DDS PTY LTD

By: 

**EXHIBIT A1**  
**LURAMIST APPLICATIONS AND REGISTRATIONS**

<b>COUNTRY</b>	<b>MARK</b>	<b>REG./APP. NO.</b>
United States	LURAMIST	78/861,770
Canada	LURAMIST	1319262
European Union	LURAMIST	005388814
International Registration	LURAMIST	902220
Indonesia	LURAMIST	D002006034127
Taiwan	LURAMIST	01274145
India	LURAMIST	1495965
South Africa	LURAMIST	2006-24020
Israel	LURAMIST	194429