

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
Eli Lilly and Company		05/20/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	BioCritica, Inc.		
Street Address:	PO Box 0967		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240-0967		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2574061	XIGRIS	
CORRESPONDENCE DATA			
Fax Number:	(919)821-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-821-6734		
Email:	bfricks@smithlaw.com		
Correspondent Name:	Blake Simpson Fricks		
Address Line 1:	PO Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Blake Simpson Fricks		
Signature:	/Blake Simpson Fricks/		
Date:	06/29/2011		
Total Attachments: 3 source=Trademark Assignment from Lilly#page1.tif source=Trademark Assignment from Lilly#page2.tif source=Trademark Assignment from Lilly#page3.tif			

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SCHEDULE 1.95

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of the 20th day of May, 2011, by and between Eli Lilly and Company, a corporation organized under the laws of the State of Indiana ("Lilly"), and BioCritica, Inc., a corporation organized under the laws of the State of Delaware ("Acquirer").

WHEREAS, Lilly and Acquirer have entered into that certain Assignment & License Agreement, dated as of May 20, 2011 (the "Assignment & License Agreement").

NOW, THEREFORE, for good and valuable consideration referred to in the Assignment & License Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Trademark Assignment shall have the meanings set forth in the Assignment & License Agreement.

2. Assigned Marks. In accordance with the provisions of the Assignment & License Agreement, Lilly hereby contributes, transfers, assigns and delivers to Acquirer Lilly's entire right, title and interest in and to, and Acquirer hereby acquires and accepts from Lilly, all of Lilly's right, title and interest in and to, the Assigned Marks, including without limitation the trademark listed on Exhibit A hereto, all registrations and all renewals and extensions thereof, together with the goodwill associated with the Assigned Marks in the Territory.

3. Miscellaneous.

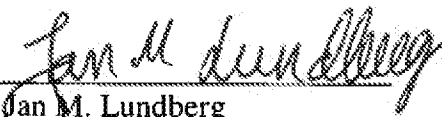
(a) Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by, and interpreted and construed in accordance with, the substantive laws of the State of Delaware without reference to any rules of conflict of laws.

(b) This Trademark Assignment is entered into pursuant to the Assignment & License Agreement.

(c) This Trademark Assignment may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.

ELI LILLY AND COMPANY

By: 
Name: Jan M. Lundberg
Title: Executive Vice President, Science and Technology, and President, Lilly Research Laboratories

PSK

BIOCRITICA, INC.

By: 
Name: David Broecker
Title: President and Chief Executive Officer

**EXHIBIT A
TO TRADEMARK ASSIGNMENT**

Trademark	Country	Status	App. Number	Fil Date	Reg. Number	Reg. Date	Next Renewal Dat
XIGRIS	United States	Registered	75/531376	05-Aug-1998	2574061	28-May-2002	28-May-2012