

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKRIMAX PHARMACEUTICALS, LLC		06/06/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	IBSA INSTITUT BIOCHIMIQUE S.A.		
Street Address:	VIA AL PONTE 13		
City:	CH-6903 LUGANO		
State/Country:	SWITZERLAND		
Entity Type:	JOINT STOCK COMPANY: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85007654	T	
CORRESPONDENCE DATA			
Fax Number:	(216)579-6073		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-579-1700		
Email:	lhawkins@pearne.com		
Correspondent Name:	JOHN P. MURTAUGH/PEARNE & GORDON LLP		
Address Line 1:	1801 EAST 9TH STREET, SUITE 1200		
Address Line 4:	CLEVELAND, OHIO 44114-3108		
ATTORNEY DOCKET NUMBER:	IBS-48221		
DOMESTIC REPRESENTATIVE			
Name:	JOHN P. MURTAUGH/PEARNE & GORDON LLP		
Address Line 1:	1801 EAST 9TH STREET, SUITE 1200		
Address Line 4:	CLEVELAND, OHIO 44114-3108		

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NAME OF SUBMITTER:	JOHN P. MURTAUGH
Signature:	/johnpmurtaugh/
Date:	07/25/2011
Total Attachments: 5 source=AssignmentandLicense#page1.tif source=AssignmentandLicense#page2.tif source=AssignmentandLicense#page3.tif source=AssignmentandLicense#page4.tif source=AssignmentandLicense#page5.tif	

TRADEMARK ASSIGNMENT AND LICENSE

THIS TRADEMARK ASSIGNMENT AND LICENSE ("Agreement") is made by and between Akrimax Pharmaceuticals, LLC, a Delaware limited liability company, having an address at 11 Commerce Drive, Cranford, New Jersey 07016, United States ("Akrimax") and IBSA Institut Biochimique S.A., a joint stock company of Switzerland, having an address at via al Ponte 13 CH-6903 Lugano, Switzerland ("IBSA").

WHEREAS, IBSA licensed the rights to sell, market, distribute and promote the Tirosint Product in the Territory to Alpharma Pharmaceuticals, LLC ("Alpharma") pursuant to and as defined in that certain Exclusive License and Distribution Agreement dated August 16, 2007 (the "IBSA Agreement");

WHEREAS, Alpharma, in turn, sublicensed the Tirosint rights to Akrimax Pharmaceuticals, LLC ("Akrimax") pursuant to that certain Promotion Agreement dated January 27, 2010 (the "Sublicense Agreement");

WHEREAS, Akrimax filed Application Serial No. 85/007,654 in the United States Patent and Trademark Office to register the T Design Mark as set forth on Schedule A (the "T Design Application");

WHEREAS, IBSA, the owner of an ongoing and existing business related to the manufacture, marketing and sale of the Tirosint Product to which the T Design Application pertains, is desirous of acquiring any and all ownership rights that Akrimax may have in and to the T Design Mark and the T Design Application set forth on Schedule A and all common law and other rights, worldwide, in and to the trademark that are the subject of such application (such rights, collectively, the "T Design Mark");

WHEREAS, Akrimax is desirous of obtaining an exclusive, even as to IBSA and its affiliates, to use the T Design Mark, and any related or similar common law marks or trade dress, in connection with the marketing, promotion, distribution, warehousing, and sale of Tirosint Products in the Territory, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be bound, the parties agree as follows:

1. **Assignment**. Akrimax hereby sells, grants, assigns, transfers, and delivers to IBSA all of its rights, title and interests in and to the T Design Application, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by IBSA for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Akrimax had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of the T Design Mark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.



2. **Payment.** In exchange for the assignment of the T Design Application, IBSA agrees to reimburse Akrimax for costs associated with prosecuting such application in the amount of \$3,500 USD within five (5) business days after execution of this Agreement. Payment should be remitted to Akrimax Pharmaceuticals, LLC, 11 Commerce Drive, First Floor, Cranford, New Jersey, USA 07016; Attention: Salvatore J. Vitiello, CLO.
3. **License Grant.** In consideration of the faithful performance by Akrimax of the covenants and conditions contained herein, and the covenants and conditions contained in the IBSA Agreement and the Sublicense Agreement, IBSA hereby grants to Akrimax, an exclusive (even as to IBSA and its affiliates), royalty-free right and license to use the T Design Mark, and any related or similar common law marks or trade dress, in connection with the marketing, promotion, distribution, warehousing, and sale of Tirosint Products in the United States.
4. **Retention of Rights.** Akrimax agrees and acknowledges that the rights in and to the T Design Mark granted to Akrimax as a result of this Agreement are license rights only, and all right, title and interest in and to the T Design Mark shall be the exclusive property of IBSA. Akrimax's use of the T Design Mark shall inure to the benefit of IBSA.
5. **Maintenance of T Design Application.** IBSA shall at its own cost and expense maintain the T Design Mark and any resulting registration therefor in full force and effect in the Territory. If IBSA fails to maintain the T Design Mark in force in the Territory, Akrimax shall have the right, but not the obligation to maintain the T Design Mark.
6. **Enforcement.** Each party shall promptly notify the other party in the event that such party obtains information related to potential infringement of the T Design Mark. IBSA shall have the first right, but not the obligation, to enforce its rights in the T Design Mark, including but not limited, by the institution of litigation against such infringers and shall be entitled to any recovery from such suit. If IBSA institutes an infringement action, Akrimax, through its own counsel, shall have the right to participate in such action at Akrimax's expense. If IBSA does not secure actual cessation of such infringement or institute an infringement proceeding against an offending party within thirty (30) days of learning of such infringement, and Akrimax reasonably believes that such infringement may adversely impact its sales and promotion of the Tirosint Product, Akrimax will so notify IBSA, in writing, and Akrimax shall at its option and cost institute infringement proceedings. IBSA agrees to cooperate with Akrimax, at the direction and cost of Akrimax, to execute all lawful papers and instruments, to make all rightful oaths and declarations, and to provide consultation and assistance as may be necessary in the infringement proceedings as determined by Akrimax in its sole discretion.
7. **Term and Termination.** The license grant pursuant to Section 3 of this Agreement shall commence upon the Effective Date and expire in accordance with the terms of the IBSA Agreement and the Sublicense Agreement.
8. **Assignment.** This Agreement and the rights granted herein shall not be assignable by either party hereto without the prior written consent of the other party.
9. **Severability.** It is the belief of the parties that this Agreement does not contain any provisions contrary to law. However, if any party of the Agreement shall be determined to be



10. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

{Signatures to follow}

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date written below.

Akrimax Pharmaceuticals, LLC

By: Timothy J. Soule

Name: Timothy Soule

Title: Authorized Signatory

Date: 6 June, 2011

IBSA Institut Biochimique S.A.

By: Elisabetta Racca

Name: ELISABETTA RACCA

Title: Authorized Signatory

DATE: 21 JUNE, 2011

Schedule A
Trademark

Application No.	Application Date	Mark
85/007,654	April 6, 2010	T Design

