

**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>
DUSA Pharmaceuticals, Inc.		06/30/2011	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acella Pharmaceuticals, LLC		
<b>Street Address:</b>	9005 Westside Parkway		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30009		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2592990	NICOMIDE	
<b>Registration Number:</b>	2982079	NICOMIDE-T	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6344		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404 962-6444		
<b>Email:</b>	cforlidas@millermartin.com		
<b>Correspondent Name:</b>	Charles W. Forlidas		
<b>Address Line 1:</b>	1000 Volunteer Bldg., 832 Georgia Ave.		
<b>Address Line 2:</b>	Attn: Trademark Paralegal		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402-2289		
<b>ATTORNEY DOCKET NUMBER:</b>	23091-0010		
<b>NAME OF SUBMITTER:</b>	Charles W. Forlidas		
<b>Signature:</b>	/Charles W. Forlidas/		

CH \$65.00 2592990

**TRADEMARK**

Date:

07/31/2011

**Total Attachments: 4**

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**EXHIBIT C**  
**ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT OF TRADEMARKS** (this "*Assignment*") by DUSA Pharmaceuticals, Inc., a New Jersey corporation ("*Assignor*") to Acella Pharmaceuticals, LLC ("*Assignee*"), of even date with that certain Asset Purchase Agreement ("*APA*") by and between Assignor and Assignee. Each of Assignor and Assignee are at times referred to each as a "*Party*" and, collectively, as the "*Parties*." Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings set forth in the APA.

**WHEREAS**, the Parties have entered into the APA, to which this Assignment is an Exhibit and a material part;

**WHEREAS**, Assignor, and/or its affiliates, own Trademarks, as defined in the APA, including, but not limited to, the Trademarks set forth on *Schedule 1.1(b)* attached hereto;

**WHEREAS**, Assignor desires to assign all rights, claim, title, and interests in and to the Trademarks to Assignee, including, without limitation, all goodwill appurtenant thereto; and

**WHEREAS**, Assignee desires to accept such Assignment of Trademarks.

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and received, and the foregoing recitals incorporated by reference and which comprise a material part of this Assignment, Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee, and assignee purchases, receives and accepts, all rights, claim, title and interest in and to the Trademarks, including, but not limited to, the applications and registrations shown in *Schedule 1.1(b)* in respect of all goods and services covered by the specifications thereof, whether registered or unregistered, including trade dress, trademark get-ups, logos, designs and labels, together with all associated goodwill and all common law and related rights thereto, as well as all rights to sue for infringement (including past infringement) in all jurisdictions of the world where Assignor has rights.

**FURTHERMORE**, Assignor will, at Assignee's expense, execute and deliver such further instruments including, without limitation, further instruments of assignment and take such further actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries to demonstrate Assignee's title to the Trademarks. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. Assignor will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the Trademarks before any administrative, government or other tribunal and further agrees that it will not utilize or seek to utilize the Trademarks, or any confusingly similar trademarks, or the goodwill associated therewith anywhere in the world.

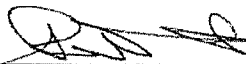
This Assignment shall be binding upon the successors and assigns of Assignor and Assignee. This Assignment (including any claim or controversy arising out of or relating to this

Assignment) and the rights and obligations of the Parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof. This Assignment may be executed in one or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same agreement.

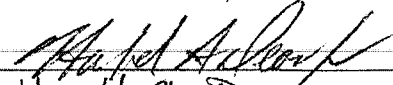
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**DUSA Pharmaceuticals, Inc.**

By:   
Name: Robert Daman  
Title: President and CEO

**Acella Pharmaceuticals, LLC**

By:   
Name: Harold A. Deas  
Title: Chief Operating Officer

(Signature Page – Assignment of Trademarks)

**SCHEDULE 1.1(b)  
Trademarks****NICOMIDE®**

	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	DUSA Pharmaceuticals, Inc.	Registered	(None)	78020079	August 8, 2000	2592990	July 9, 2002

**NICOMIDE - T®**

	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	DUSA Pharmaceuticals, Inc.	Registered	(None)	78328465	November 14, 2003	2982079	August 2, 2005