

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
Osmotics Corporation		09/29/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ceragenix Pharmaceuticals, Inc. and Ceragenix Corporation		
Street Address:	1444 Wazee Street, Suite 210		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2722092	TRICERAM	
CORRESPONDENCE DATA			
Fax Number:	(720)488-7711		
Phone:	7204880220		
Email:	kpavlin@bsblawyers.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	James A. Skelton		
Address Line 1:	1444 Wazee Street, Suite 210		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	2344.007		
NAME OF SUBMITTER:	James A. Skelton		
Signature:	/James A. Skelton/		
Date:	09/30/2011		
Total Attachments: 2 source=Ceragenix - Assignment from Osmotics (00189743)#page1.tif source=Ceragenix - Assignment from Osmotics (00189743)#page2.tif			

OP \$40.00 2722092

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated September 29, 2011, is executed by OSMOTICS CORPORATION, Colorado corporation ("Assignor") in favor of CERAGENIX PHARMACEUTICALS, INC. ("Pharmaceuticals"), a Delaware corporation, and CERAGENIX CORPORATION ("Corporation"), a Colorado corporation (collectively "Assignees").

WHEREAS, as of June 28, 2000, The Regents of the University of California entered into that certain Exclusive License Agreement for Lipids for Epidermal Moisturization and Repair of Barrier Function with Assignor, (the "Regents License").

WHEREAS, the Regents License grants exclusive U.S. and international rights to issued patent 5,634,899 — "Lipids for epidermal moisturization and repair of barrier function" (the "Patent").

WHEREAS, on or about June 3, 2003, Assignor registered the trademark TRICERAM (U.S. Registration No. 2,722,092) (the "Trademark").

WHEREAS, on May 5, 2005, Corporation was substituted in place of Assignor as the licensee under the Regents License.

WHEREAS, on August 15, 2006, Corporation and Assignor entered into a Patent Sublicense Agreement, relating to the Patent, as amended by (a) the First Amendment to Patent Sublicense Agreement dated April 11, 2008 with Pharmaceuticals and (b) the Second Amendment to Patent Sublicense Agreement dated March 16, 2009 with Pharmaceuticals (collectively, the "Osmotics Sublicense").

WHEREAS, under the Osmotics Sublicense, Assignees had the right to purchase from Assignor the rights under the Osmotics Sublicense for the non-prescription formulation of the Barrier Repair Technology known as Triceram®.

WHEREAS, Assignees exercised the Purchase Option (as defined in the Osmotics Sublicense) to purchase the rights under the Osmotics Sublicense related to Triceram®.

WHEREAS, on September 13, 2010, Osmotics filed a Voluntary Petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Colorado, Case No. 10-33198 SBB (the "Osmotics Bankruptcy Case")

WHEREAS, on June 2, 2010, Corporation and Pharmaceuticals each filed Voluntary Petitions under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Colorado, Case Nos. 10-23822 SBB and 10-23821 SBB (the "Ceragenix Bankruptcy Cases").

WHEREAS, Assignor desires to assign to the Assignees the Trademark and the Triceram® formula (the "Formula") in exchange for the payment to Osmotics of \$25,000.

WHEREAS, the Bankruptcy Court in the Ceragenix Bankruptcy Cases and the Osmotics Bankruptcy Case has authorized the sale of and payment for the Trademark and Formula by Orders dated September 29, 2011 and September 29, 2011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns to Assignees all of Assignor's right, title and interest in and to the Trademark and Formula, to have and to hold the same unto Assignees, their successors and assigns.

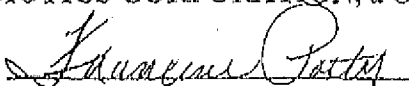
At any time, and from time to time after the date of execution of this Assignment, Assignor shall, upon Assignees' request, execute, acknowledge and deliver to Assignees such further instruments and assurances necessary to vest the aforesaid rights more effectively in Assignees and to facilitate Assignees' enjoyment and enforcement of said rights.

Assignor hereby constitutes and appoints Assignees as Assignor's true and lawful attorney-in-fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights more effectively in Assignees or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, without limitation, any rights with respect to the Trademark and the Formula that may accrue or have accrued in Assignor's favor from the respective date of creation of the Trademark and Formula to the date of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts entered into and to be wholly performed within Colorado, without regard to conflicts of laws and provisions thereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth above.

OSMOTICS CORPORATION, a Colorado corporation

By: 
 Name: Francine Porter
 Its: Chief Executive Officer