

## 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           |
| Shore Therapeutics, Inc.  |  | 12/21/2011     | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA  |  |                |                       |
| Name:   | Santarus, Inc.                               |                |                       |
| Street Address:   | 3721 Valley Centre Drive, Suite 400          |                |                       |
| City:   | San Diego                                    |                |                       |
| State/Country:  | CALIFORNIA                                   |                |                       |
| Postal Code:  | 92130  |                |                       |
| Entity Type:  | CORPORATION: DELAWARE                        |                |                       |
| PROPERTY NUMBERS Total: 1   |  |                |                       |
| Property Type   | Number                                       | Word Mark      |                       |
| Registration Number:  | 3528941                                      | FENOGLIDE      |                       |
| CORRESPONDENCE DATA   |  |                |                       |
| Fax Number:   | (650)493-6811                                |                |                       |
| Phone:  | 650-493-9300                                 |                |                       |
| Email:  | trademarks@wsgr.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:   | Wilson Sonsini Goodrich & Rosati             |                |                       |
| Address Line 1:   | 650 Page Mill Road                           |                |                       |
| Address Line 4:   | Palo Alto, CALIFORNIA 94304                  |                |                       |
| NAME OF SUBMITTER:  | John L. Slafsky                              |                |                       |
| Signature:  | /John L. Slafsky/                            |                |                       |
| Date:   | 12/22/2011                                   |                |                       |
| Total Attachments: 6  |  |                |                       |

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TRADEMARK  
 REEL: 004684 FRAME: 0944

CH \$40.00 3528941

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## ASSIGNMENT OF TRADEMARK AND DOMAIN NAME

THIS ASSIGNMENT OF TRADEMARK AND DOMAIN NAME (this "Assignment") is entered into as of December 21, 2011 (the "Effective Date") by and between Shore Therapeutics, Inc., a Delaware corporation ("Assignor"), and Santarus, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt and adequacy of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. Assignment and Assumption of Trademark and Domain Name(s). Subject to the terms of the License Agreement, Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts and assumes, all of Assignor's right, title and interest in and to (a) the trademark "FENOGLIDE" registered with the United States Patent and Trademark Office on November 4, 2008, Registration No. 3528941 (the "Trademark") and (b) the URL(s) identified in Exhibit 1 hereto (the "Domain Name(s)"), each of the foregoing (a) and (b) without representation or warranty by Assignor other than (A) that Assignor (i) is the sole owner of the Trademark and the sole registrant of the Domain Name(s) and (ii) has not encumbered or impaired any rights in same and (B) as set forth in the License Agreement (defined in Section 7 below).
2. Further Assurances. Each of Assignor and Assignee agrees that it will do, execute, acknowledge and deliver, all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other Party to further effect and evidence the foregoing assignment.
3. Counterparts. This Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.
4. Amendment. This Assignment shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Assignment and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.
5. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of New York, without regard to any conflicts of law principles that would provide for the applications of the laws of another jurisdiction.
6. Successors. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
7. No Modification of License Agreement. Nothing in this Assignment shall be construed to be a modification of, or limitation on, any provision of the License Agreement dated the date hereof among Assignor, Assignee and Cowen Healthcare Royalty Partners, L.P. ("License Agreement"), including the representations, warranties and agreements set forth therein.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

Assignor: Shore Therapeutics, Inc.

Assignee: Santarus, Inc.

By: John Librie  
Name: John Librie  
Title: General Manager

\_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE – ASSIGNMENT OF TRADEMARK AND DOMAIN NAME]

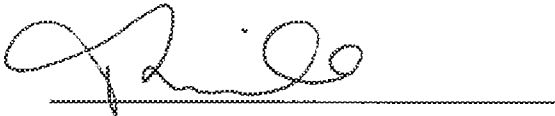
State of Connecticut

County of FAIRFIELD

On this the 16<sup>th</sup> day of DECEMBER, 2011, before me, a Notary Public, personally appeared John Librie, who acknowledged himself to be the General Manager of Shore Therapeutics, Inc., a corporation, and that he/she, as such General Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as General Manager.

In witness whereof I hereunto set my hand.

Date: 12/16/11



Notary Public

Print Name: MICHELE ROMANIELLO

My Commission Expires: JUNE 30, 2013

MICHELE A. ROMANIELLO  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
June 30, 2013

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer) personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

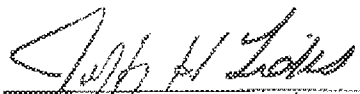
EXECUTION COPY

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

Assignor: Shore Therapeutics, Inc.

Assignee: Santarus, Inc.

By: \_\_\_\_\_  
Name: John Librie  
Title: General Manager

  
Name: JEFFREY H TIDWELL  
Title: SENIOR DIRECTOR, INTELLECTUAL  
PROPERTY

[SIGNATURE PAGE – ASSIGNMENT OF TRADEMARK AND DOMAIN NAME]

EXECUTION COPY

State of Connecticut

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public, personally appeared John Librie, who acknowledged himself to be the General Manager of Shore Therapeutics, Inc., a corporation, and that he/she, as such General Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as General Manager.

In witness whereof I hereunto set my hand.

Date: \_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

State of California

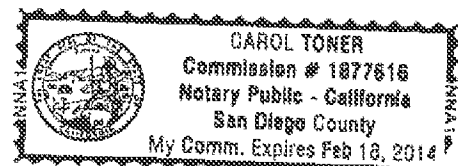
County of San Diego

On 12/16/2011 before me, CAROL TONER (insert name and title of the officer) personally appeared Jeffrey Tidwell, who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carol Toner (Seal)



{00130989 DOC. 1}

EXHIBIT 1

DOMAIN NAME(S)

| Domain Name       | Registrant               | Registrar              |
|-------------------|--------------------------|------------------------|
| www.fenoglide.com | Shore Therapeutics, Inc. | Network Solutions, LLC |
|                   |                          |                        |

{00130989.DOC; 1}