

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 |
| AZUR PHARMA INTERNATIONAL II LIMITED | | 11/25/2011 | CORPORATION: BERMUDA |
| RECEIVING PARTY DATA | | | |
| Name: | MediNiche, Inc. | | |
| Street Address: | 167 Lamp & Lantern Village, #300 | | |
| City: | Chesterfield | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63017 | | |
| Entity Type: | CORPORATION: MISSOURI | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4041612 | FEMTABS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (734)661-0347 | | |
| Phone: | 3145429539 | | |
| Email: | salioto@mediniche.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: | Samuel Alioto | | |
| Address Line 1: | 167 Lamp & Lantern Village, #300 | | |
| Address Line 4: | Chesterfield, MISSOURI 63017 | | |
| NAME OF SUBMITTER: | Samuel Alioto | | |
| Signature: | /samuel alioto/ | | |
| Date: | 12/30/2011 | | |

OP \$40.00 4041612

Total Attachments: 5

source=Azur - Trademark Assignment - Execution copy_112811#page1.tif

source=Azur - Trademark Assignment - Execution copy_112811#page2.tif

source=Azur - Trademark Assignment - Execution copy_112811#page3.tif

source=Azur - Trademark Assignment - Execution copy_112811#page4.tif

source=Azur - Trademark Assignment - Execution copy_112811#page5.tif

ASSIGNMENT DEED FOR TRADEMARK

BETWEEN THE UNDERSIGNED

AZUR PHARMA INTERNATIONAL II LIMITED, a company limited by shares organized under the laws of Bermuda with a business address at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (hereinafter referred to as "The ASSIGNOR").

AND

MEDINICHE, INC., with a business address at 167 Lamp & Lantern Village, #300, Chesterfield, Missouri 63017 (hereinafter referred to as "MEDINICHE").

IT IS DECLARED AND AGREED AS FOLLOWS:

ARTICLE 1

Pursuant to this Assignment Deed For Trademarks (hereinafter referred to as "this DEED") dated November 25, 2011 (the "Effective Date"), the ASSIGNOR assigns to MEDINICHE or its designee, and MEDINICHE accepts, all of the ASSIGNOR'S right, title and interest in and to the use of the trademark FEMTABS® specified in Schedule A (hereinafter referred to as "FEMTABS"), together with the goodwill appurtenant thereto. The ASSIGNOR agrees to execute assignment documents suitable for recordation at the Trademark Offices in order to give effect to this assignment by transferring record title to MEDINICHE or its designee.

ARTICLE 2

The ASSIGNOR represents and warrants to the best of its knowledge and as of the Effective Date, as follows:

- (a) there are no licenses, pledgings or contributions of property to a partnership relating to the trademark of FEMTABS;
- (b) the ASSIGNOR is the sole proprietor of (and holder of all legal and equitable right, title and interest in) the trademark FEMTABS and that is validly and effectively conveyed pursuant hereto;
- (c) the ASSIGNOR has not been challenged by any third party by reason of the use of, registration or application for the trademark FEMTABS; and
- (d) there are no outstanding rights granted or licensed to any third party under the trademark FEMTABS.



ARTICLE 3

The consideration for this DEED is One U.S. Dollar (US \$1.00) payable as a lump sum and other good and valuable consideration, the receipt and sufficiency of which ASSIGNOR hereby acknowledges. The transfer of property from the ASSIGNOR to MEDINICHE of the trademark FEMTABS takes place as from the date of execution of this DEED by ASSIGNOR.

ARTICLE 4

MEDINICHE shall proceed to the recordation of this DEED with the Trademark Offices in the relevant countries; and the corresponding expenses shall be borne by MEDINICHE.

ARTICLE 5

The ASSIGNOR agrees, at the expense of MEDINICHE, to:

- (a) provide such records and other evidence as may be reasonably required by MEDINICHE to establish the rights acquired by MEDINICHE under this DEED; and
- (b) sign all papers and documents reasonably necessary or desirable to vest in MEDINICHE all right, title and interest in and to the trademark FEMTABS and cooperate in any prosecution to register it.

ARTICLE 6

The ASSIGNOR shall not use the trademark FEMTABS for or in connection with any goods or services of any nature. The ASSIGNOR acknowledges the validity of the rights being assigned to MEDINICHE hereby, and agrees neither to contest them nor to assist any third party in doing so.

ARTICLE 7

In the event of breach of this Deed, the parties acknowledge that recovery of damages may not be a sufficient legal remedy. The aggrieved party shall be entitled to seek specific performance in addition to any or all other remedies, legal or equitable, to which it may be entitled.



ARTICLE 8

This Deed is binding on the parties hereto, their subsidiaries and related companies and all those acting in concert or participation with them or under their direction or control, and upon their successors and assigns.

ARTICLE 9

This DEED shall be governed by the laws of the State of New York, U.S.A., notwithstanding its choice of law rules.

IN WITNESS WHEREOF, the Parties have caused this Deed to be concluded in the United States of America and to be executed by their duly authorized representatives.

MEDINICHE, INC.

By: Samuel Alioto
Name: SAMUEL ALIOTO
Title: PRESIDENT AND CEO
Date: 11/28/11

AZUR PHARMA INTERNATIONAL II LIMITED

By: _____
Name: _____
Title: _____
Date: _____

ARTICLE 8

This Deed is binding on the parties hereto, their subsidiaries and related companies and all those acting in concert or participation with them or under their direction or control, and upon their successors and assigns.

ARTICLE 9

This DEED shall be governed by the laws of the State of New York, U.S.A., notwithstanding its choice of law rules.

IN WITNESS WHEREOF, the Parties have caused this Deed to be concluded in the United States of America and to be executed by their duly authorized representatives.

MEDINICHE, INC.

By: _____

Name: _____

Title: _____

Date: _____

AZUR PHARMA INTERNATIONAL II LIMITED

By: *Levin Inzley*

Name: *LEVIN INZLEY*

Title: *PRESIDENT*

Date: *NOVEMBER 25, 2011*

SCHEDULE A

| <u>Trademark</u> | <u>Country</u> | <u>Registration No.</u> |
|------------------|----------------|-------------------------|
| FEMTABS | United States | 4,041,612 |

