

## 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																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>River's Edge Pharmaceuticals, LLC</td> <td></td> <td>01/12/2012</td> <td>LIMITED LIABILITY COMPANY:</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	River's Edge Pharmaceuticals, LLC		01/12/2012	LIMITED LIABILITY COMPANY:																
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">Teresina Holdings, LLC</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">1000 N. West Street, Suite 1200, #863</td> </tr> <tr> <td>City:</td> <td colspan="3">Wilmington</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">DELAWARE</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">19801</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	Teresina Holdings, LLC			Street Address:	1000 N. West Street, Suite 1200, #863			City:	Wilmington			State/Country:	DELAWARE			Postal Code:	19801			Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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PROPERTY NUMBERS Total: 1																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3220496</td> <td>ROSADERM</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3220496	ROSADERM																		
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CORRESPONDENCE DATA																											
<p>Fax Number: (770)744-1204          Phone: 770-744-1202 ext.247          Email: khutton@staymacs.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Stayma Consulting Services          Address Line 1: P.O. Box 5607          Address Line 4: Alpharetta, GEORGIA 30023-5607</p>																											
ATTORNEY DOCKET NUMBER:	ROSADERM																										
NAME OF SUBMITTER:	Kathryn Hutton																										
Signature:	/Kathryn Hutton/																										

Date:

01/16/2012

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment") is attached and incorporated into that First Amendment to Purchase Agreement dated January 12, 2012, between River's Edge Pharmaceuticals, LLC, a Florida limited liability company (the "Assignor") and Teresina Holdings, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor owns federal, state, and common law rights in the following marks (the "Marks"):

Rosaderm (U.S. Trademark Registration Number 3220496)

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title, and interest in and to the Marks together with the goodwill of the business symbolized by the Marks in the U.S. and throughout the world, and the right to bring actions for past, present, or ongoing infringement of the Marks and recover of damages for any such infringement;

NOW, THEREFORE, effective as of January 12, 2012, and in consideration of monies paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

Assignor hereby sells, assigns and transfers to Assignee all of its rights, title and interest in and to the Marks, any and all common law rights to the Marks in the U.S. and any other location throughout the world, and the right to bring actions for past, present, or ongoing infringement and recovery of damages for any such infringement, together with the goodwill of the business connected with the use of and symbolized by the Marks; and

Assignor does hereby expressly agree that Assignee may undertake procedures to record the assignment of the Marks to the Assignee in the United State Patent and Trademark Office or to file an application to register a trademark for the Marks. Assignor shall execute and deliver such other documents and instruments, provide such materials and information and take such other actions as may reasonably be necessary, proper or advisable, to the extent permitted by law, to fulfill its obligations under this Assignment; and

Assignor hereby requests the Commissioner of Trademarks of the United States and any Official of any country or countries foreign to the U.S. whose duty is to receive or register trademarks or applications therefore to record Assignee as the owner of the Marks, and to issue all registrations for said Marks, to be in the name of Assignee, as assignee of the Marks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

RIVER'S EDGE PHARMACEUTICALS, LLC

TERESINA HOLDINGS, LLC

By: Brendan Murphy

By: Barbara Nugnes

Name: Brendan Murphy

Name: Barbara Nugnes

Title: President

Title: Assistant Secretary

Date: January 12, 2012

Date: January 12, 2012