

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INEOS HEALTHCARE LIMITED		09/07/2011	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	CYTOCHROMA DEVELOPMENT INC.		
Street Address:	One Financial Place, Lower Collymore Rock		
Internal Address:	Suite 100		
City:	St. Michael		
State/Country:	BARBADOS		
Entity Type:	CORPORATION: BARBADOS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3514634	ALPHAREN	
CORRESPONDENCE DATA			
Fax Number:	(312)474-0448		
Phone:	3124746300		
Email:	janderfuren@marshallip.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:	Marshall, Gerstein & Borun LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606-6357		
ATTORNEY DOCKET NUMBER:	31138/61000		
DOMESTIC REPRESENTATIVE			
Name:	Marshall, Gerstein & Borun LLP		
Address Line 1:	233 S. Wacker Drive		

OP \$40.00 3514634

Address Line 4: Chicago, ILLINOIS 60606-6357

NAME OF SUBMITTER:

Jill Anderfuren

Signature:

/ja/

Date:

02/06/2012

Total Attachments: 9

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EXECUTION COPY

Assignment of Trade Marks

between

INEOS Healthcare Limited

as the Assignor

and

Cytochroma Development Inc.

as the Assignee

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THIS ASSIGNMENT DEED is dated *7 September* 2011 and made

BETWEEN:

- (1) **INEOS HEALTHCARE LIMITED** (the "Assignor"), incorporated and registered in England and Wales with company number 04607922 whose registered office is at Bank Quay, 4 Liverpool Road, Warrington, WA5 1AB; and
- (2) **CYTOCHROMA DEVELOPMENT INC.** (the "Assignee"), a corporation organized and existing under the Companies Act of Barbados, with company number 34816 whose registered office is at Suite 100, One Financial Place, Lower Collymore Rock, St. Michael, Barbados.

BACKGROUND:

- (A) The Assignor and Assignee entered into the Asset Purchase Agreement.
- (B) The Assignor and the Assignee now wish to enter into an assignment of certain trade marks.

NOW IT IS HEREBY AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

Save as expressly defined herein, any term defined in the Asset Purchase Agreement shall have the same meaning in this Deed.

"Asset Purchase Agreement" means the asset purchase agreement dated 15 July 2011 between the Assignor and the Assignee.

"Trade Marks" means the trade mark registrations and applications identified in Schedule 1.

1.2 **Construction**

In this Deed where the context admits:

- (A) references to any statute or statutory provisions include a reference to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (B) references to this "Deed" or to any other agreement or document referred to in this Deed mean this Deed or such other agreement or document as amended, varied, supplemented, modified or novated from time to time, and include the schedules;
- (C) references to Clause(s) and schedule(s) are references to clause(s) and schedule(s) of and to this Deed, and each of the schedules shall have effect as if set out in this Deed;

- (D) the headings and sub-headings in this Deed are inserted for convenience only and shall not affect the construction of this Deed;
- (E) the singular includes the plural and vice versa, words denoting any gender include all genders; and
- (F) references to any party include its successors and permitted assigns.

2. **Assignment**

2.1 With effect from the Closing Date, the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks free and clear of any and all liens, security interests, mortgages or pledges, including:

- (A) the absolute entitlement to any registered trade marks granted pursuant to any of the trade mark applications comprised in the Trade Marks;
- (B) all statutory and common law rights (including goodwill) attaching to the Trade Marks; and
- (C) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief and, subject to section 7.2 of the Asset Purchase Agreement, to retain any damages or costs recovered in respect of any infringement or any other cause of action (including passing off) arising from ownership of any of the Trade Marks whether occurring before, on or after the date of this Deed.

2.2 Except as expressly set out in this Deed or the Asset Purchase Agreement, all conditions, warranties, contractual terms and (except in the case of fraud or fraudulent concealment) representations, express or implied by statute, common law or otherwise are excluded, to the maximum extent permitted by applicable laws.

3. **Miscellaneous**

3.1 **Further Assurances**

The Assignor shall execute promptly all such documents and perform all such acts as may reasonably be required for the purpose of giving the full and intended effect to this Deed.

3.2 **Contracts (Rights of Third Parties) Act 1999**

No person who is not a party to this Deed shall have any right to enforce any term of this Deed.

3.3 **Counterparts**

This Deed may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered shall be an original but all the counterparts shall together constitute one and the same document. Delivery of an executed counterpart signature page of this Deed by e-mail (pdf) or telecopy shall be as effective as delivery of a manually executed counterpart of this Deed. In relation to each counterpart, upon confirmation by or on behalf of the signatory that the signatory authorises the attachment of such counterpart signature page to the final text of this Deed, such counterpart signature page shall take effect together with such final text as a complete authoritative counterpart.

3.4 Governing Law and Dispute Resolution

- (A) This Deed and any non-contractual obligations arising from or connected with it shall be governed by English law and this Deed shall be construed in accordance with English law, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

- (B) The following procedure shall apply to disputes. Within thirty (30) business days of a notice of any dispute, the Chief Executive Officers of the Assignor and the Assignee will meet in an attempt to resolve the dispute amicably. If the Chief Executive Officers fail to resolve any such dispute the parties shall submit to mediation proceedings. In the event the parties fail to resolve such dispute in the mediation proceedings, the parties shall submit any dispute arising in connection with the enforceability of this Clause 3.4(B) or this Deed or the transactions contemplated hereby or thereby to formal binding arbitration, such arbitration to be completed within one hundred and eighty (180) days under the rules of the International Court of Arbitration of the International Chamber of Commerce ("Rules"). The Rules are deemed to be incorporated by reference into this Clause 3.4(B) and the parties hereby waive their right to appeal or refer to courts on any questions of law. The number of arbitrators shall be three (3), one (1) to be nominated by each party having expertise and not less than fifteen (15) years of experience in the subject matter of such dispute and the third (the chairman) to be appointed by the International Court of Arbitration provided that such third arbitrator shall also have expertise and not less than fifteen (15) years of experience in the subject matter of such dispute. The parties shall provide their nominations for arbitrators within thirty (30) days following service of the request for arbitration under the Rules. The place of the arbitration shall be Frankfurt, Germany. The arbitration proceedings shall be conducted in the English language and any determination shall be in writing and rendered in English.

IN WITNESS whereof the parties hereto have caused this Deed to be duly executed on the day and year first written.

EXECUTED AS A DEED by

INEOS HEALTHCARE LIMITED)

Acting by Director)

In the presence of

Handwritten signature

NIGEL MAURICE PUGH
Notary Public
Oceans House
39-49 Commercial Road
Southampton SO15 1GA
England
United Kingdom
nigel.pugh@bondpearce.com

Signature of witness : *[Handwritten signature]*

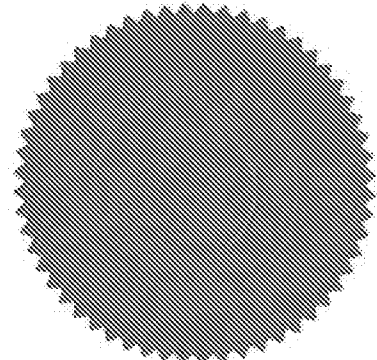
Name of witness: NIGEL MAURICE PUGH

Address: 39/49 Commercial Road
Southampton SO15 1GA

Occupation: Notary Public
England

United Kingdom

on 7 September 2011



EXECUTED AS A DEED by

CYTOCHROMA DEVELOPMENT INC.)

Acting by Director)

In the presence of

Signature of witness :

Name of witness:

Address:

Occupation:

IN WITNESS whereof the parties hereto have caused this Deed to be duly executed on the day and year first written.

EXECUTED AS A DEED by

INEOS HEALTHCARE LIMITED)

Acting by Director)

In the presence of

Signature of witness :

Name of witness:

Address:

Occupation:

EXECUTED AS A DEED by

CYTOCHROMA DEVELOPMENT INC.)

Acting by Director *NATALIA B. SIVERT*)



In the presence of

Signature of witness : *Dana R. Clarke*

Name of witness:

Address: **Dana R. Clarke,
51 Bagatelle Terrace,
ST. JAMES**
Occupation: *Attorney at Law*

SCHEDULE 1 : TRADE MARKS

ALPHAREN

Territory	Registration / Application Number	Status
UK	2346119A	Registered
Brazil	900116137	Pending
Canada	TMA713902	Registered
Community	004320297	Opposed by Teva Pharmaceuticals, upheld in part by General Court, now before OHIM
Community	008314445	Opposed by Teva Pharmaceuticals and appeal filed by INEOS
Hong Kong	300747298	Registered
India	01510543	Accepted and Advertised
International Application in:		
Australia	912081	Registered
China		Refused
Japan	912081	Registered
Norway	912081	Registered
South Korea	912081	Registered
Russia	912081	Registered
Singapore	T0704051G	Registered
Switzerland	912081	Registered
USA	3514634	Registered
Mexico	978194	Registered

ALPHA-REN

Territory	Registration / Application Number	Status
UK	2468114	Registered
Community	006317507	Registered

ALFAREN

Territory	Registration / Application Number	Status
UK	2346119B	Registered

ALFA-REN

Territory	Registration / Application Number	Status
UK	2468113	Registered
Community	006312334	Opposed by Teva Pharmaceuticals