

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Britannia Pharmaceuticals Limited		02/28/2012	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	US WorldMeds, LLC		
<b>Street Address:</b>	4010 Dupont Circle		
<b>Internal Address:</b>	Suite L-07		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40207		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2973482	APOKYN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)464-1737		
<b>Phone:</b>	614-559-7281		
<b>Email:</b>	bdowney@fbtlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Brian J. Downey		
<b>Address Line 1:</b>	10 W. Broad Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>NAME OF SUBMITTER:</b>	Brian J. Downey		
<b>Signature:</b>	/Brian J. Downey/		

OP \$40.00 2973482

Date:

03/01/2012

**Total Attachments: 3**

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THIS TRADEMARK ASSIGNMENT is effective as of February 28, 2012, by and between:

1. Britannia Pharmaceuticals Limited, a company incorporated under the laws of England and Wales with offices at Park View House, 65 London Road, Newbury, Berkshire, RG14 1JN, United Kingdom ("Assignor"); and
2. US WorldMeds, LLC, a private limited company incorporated in the state of Delaware with offices at 4030 Dupont Circle, Suite L-07, Louisville, KY 40207, USA ("Assignee").

WHEREAS, the Assignor owns all right, title, and interest in and to the Apokyn® trademark in the United States of America (the "Territory"), including all translations and localizations of the word Apokyn and including those registrations and applications for registration listed in the Schedule, and all common law rights therein, together with all goodwill associated with said trademark and with the portion of the business to which the marks pertain as required by 15 U.S.C. 1060 (the "Trademark"); and

WHEREAS, in connection with that certain Licence and Development Agreement dated 28 October 2011 (the "Licence"), the Assignor has agreed to assign, and the Assignee has agreed to acquire, all of Assignor's right, title and interest in and to the Trademark, together with all rights, demands, claims, actions, or causes of action of the Assignor for misappropriation, infringement or dilution, against third parties relating thereto;

NOW, THEREFORE, Effective as of the date of this Assignment for \$1 and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge. The Assignor does hereby assign, sell, transfer and convey to the Assignee, the Apokyn® trademark in the Territory, including those registrations and applications for registration listed on the attached Schedule, in all classes of use (including those indicated on Schedule "A"), and all common law rights therein, together with all goodwill associated and with the portion of the business to which the marks pertain as required by 15 U.S.C. 1060 with said Trademarks.

The Assignor undertakes and agrees to execute such further assurances as may reasonably be required in order to permit the Assignee (or its successors and assigns) to hold and enjoy the Trademark assigned hereunder and to obtain recording of this Trademark Assignment. The external costs of taking any such steps, including registration fees of the relevant trademark registry, shall be borne by the Assignee. The Parties agree to reiterate their consent to this Agreement by confirmatory acts or contracts which might be required after the date of execution of this Agreement to complete the necessary formalities for its execution, particularly, the filing of the assignments of the Trade Marks and the Trade Mark Applications at national and international trade mark agencies.

In the event that the Licence should be terminated for any reason the assignment granted by this Trademark Assignment shall be revoked forthwith and the Assignee shall as soon as practicable following such termination reassign for \$1 to the Assignor or such person as the Assignor shall nominate in writing all the Assignee's right, title and interest in and to the Trademark together with all rights, demands, claims, actions, or causes of action of the Assignee for misappropriation, infringement or dilution, against third parties relating thereto. The Assignee hereby appoints the Assignor its attorney for the purpose of effecting the reassignment should the Assignee fail to comply with the provisions of this reassignment clause.

This Assignment shall be governed by the laws of England and Wales, and may be executed in duplicate originals and may be executed in two counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same agreement.

**SCHEDULE**

**TRADEMARK**

Trademark	Country	Status	Application Number	Registration Number
Apokyn	United States (national filing)	Registered	78269572 (2 July 2003)	2973482 (19 July 2005)

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed and delivered as a DEED by duly authorized officers as of the day and year first above written.

**BRITANNIA PHARMACEUTICALS LIMITED**

By: 

Name: P. Saunders

Title: Director

In the presence of: 

Witness name: KERRY WALKER

Witness address: 17K NEWCASTLE

65 LONDON RD NEWBURY

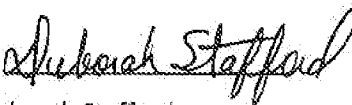
Witness occupation: PA

US WORLDMEDS, LLC

By: 

Name: H. Lee Warren, Jr.

Title: Chief Operating Officer

In the presence of: 

Witness name: Deborah Stafford

Witness address: 4010 Dupont Circle

Ste. L-07, Louisville, KY 40207

Witness occupation: Executive Assistant