

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
Shionagi Inc.		03/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	CorePharma, L.L.C.
Street Address:	215 Wood Avenue
City:	Middlesex
State/Country:	NEW JERSEY
Postal Code:	08846
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3797506	ADRENACLICK
Registration Number:	3311867	TWINJECT
Registration Number:	3101978	TWINJECT
Registration Number:	3449047	TWINJECT AUTO-INJECTOR

CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	214-981-3308
Email:	jchester@sidley.com
Correspondent Name:	Julia Chester c/o Sidley Austin LLP
Address Line 1:	717 N. Harwood
Address Line 2:	Suite 3400
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	54073-10020
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NAME OF SUBMITTER:	Julia M. Chester
Signature:	/Julia M. Chester/
Date:	04/03/2012
Total Attachments: 6 source=Shionagi TM assignment#page1.tif source=Shionagi TM assignment#page2.tif source=Shionagi TM assignment#page3.tif source=Shionagi TM assignment#page4.tif source=Shionagi TM assignment#page5.tif source=Shionagi TM assignment#page6.tif	

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of **March 30, 2012** (the "Effective Date"), by and between Shionogi Inc., a Delaware corporation with an address of 300 Campus Drive, Florham Park, NJ 07932 ("Assignor"), and CorePharma, L.L.C. a Delaware corporation with an address of 215 Wood Avenue, Middlesex, New Jersey 08846 ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks, service marks, logos, and trade names, whether or not registered, including those shown on the attached Schedule A (the "Trademarks"), and including all applications and registrations thereof, and all goodwill associated with any of the foregoing; and

WHEREAS, pursuant to the Asset Purchase Agreement, of even date herewith (the "Agreement"), by and between Assignee, Assignor, and Shionogi & Co., Ltd. (solely for the limited purposes of Sections 7.13 and 9.11 of the Agreement), Assignee desires to acquire all right, title, and interest in and to said Trademarks, the applications and registrations thereof, and all of the goodwill associated with any of the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest, in and to the Trademarks, whether or not registered, together with the goodwill of the business in connection therewith in the United States of America and throughout the world, including the right to sue and collect damages for infringement of the Trademarks, whether infringements are now known or later discovered; the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives. In order to give full force and effect to this Assignment, Assignor agrees that Assignee may record this Assignment with the United States Patent and Trademark Office or with any government agency worldwide whose duty is to register and record ownership of trademarks, and Assignor further agrees to sign any additional documents or assist in the transfer of the Trademarks at Assignee's expense, but for the purpose of clarity, such expense shall not include additional compensation to Assignor.

The interpretation and construction of this Assignment shall be governed by the laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction. Each of the parties hereto covenants and agrees, each at their own expense, to do, execute, acknowledge and deliver, at the reasonable request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignments and assumptions contemplated by this Agreement.

The Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other government official throughout the world whose duty is to register and record ownership information of trademarks, to record the Assignee as owner of the Trademarks.

Should any part of this Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

This Assignment may be executed by the Assignor and Assignee in separate and several counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. An executed signature page of this Agreement delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

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.

This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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IN WITNESS WHEREOF, each of the parties has executed this Trademark Assignment as of the date first set forth above.

SHIONOGI INC.

Ann Roggley
Name: Ann Roggley
Title: EVPA-6000 Counsel

March 30, 2012
Date

STATE OF New Jersey
: ss
COUNTY OF Morris

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On March 30, 2012, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Michele V. Guarles
NOTARY PUBLIC
Residing at 100 Schermerhorn
Newark, NJ 07102

My Commission Expires: MICHELE V. GUARLES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 18, 2014

CorePharma, L.L.C.

Ernest De Palomares
Name: ERNEST DE PALOMARES
Title: CFO

3/29/2012
Date

STATE OF NJ)
COUNTY OF Monmouth : ss

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On March 29, 2012, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Tara Sutton
NOTARY PUBLIC
Residing at 51 Avenue D
Atlantic Highlands, NJ 07716

My Commission Expires: 2/2/15

Tara Sutton
Notary Public
New Jersey

SCHEDULE A
TRADEMARKS

Trademarks owned by the Seller:

United States

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
Adrenaclick	77/818,149	3,797,506	September 2, 2009	June 1, 2010
Twinject	78/764,430	3,311,867	December 1, 2005	October 16, 2007
Twinject	78/470,999	3,101,978	August 20, 2004	June 6, 2006
Twinject Auto-injector	77/307,888	3,449,047	October 18, 2007	June 17, 2008
Twinject	76/309,722	2,992,781	September 6, 2001	September 6, 2005

Ex-US

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
Canada	Twinject	1,154,855	TMA651953	October 4, 2002	October 31, 2005
Canada	Twinpack	1,437,361	N/A	May 7, 2009 (published January 6, 2010)	N/A
Canada	Adrenaclick	1,456,362	Pending	October 19, 2009	N/A
Canada	Adrenamate	1,379,772	Pending	January 18, 2008	N/A
Canada	Adrenomate	1,379,766	Pending	January 18, 2008	N/A
European Community	Twinject	002542173	002542173	January 21, 2002	February 18, 2004

European Community	Twinject PD	002603082	002603082	May 3, 2002	October 7, 2003
European Community	Adrenamate	0951614	0951614	January 16, 2008	January 16, 2008
European Community	Adrenomate	964833	964833	January 16, 2008	January 16, 2008
Japan	Twinject	903115	903115	May 26, 2006	May 26, 2006
Madrid Protocol	Twinject	903115	903115	May 26, 2006	May 26, 2006
Madrid Protocol	Adrenamate	951614	951614	January 16, 2008	January 16, 2008
Madrid Protocol	Adrenomate	964833	964833	January 16, 2008	January 16, 2018
Mexico	Adrenamate	907504	1033825	January 16, 2008	March 31, 2008
Mexico	Adrenamate	907505	1033826	January 16, 2008	March 31, 2008
Mexico	Adrenomate	907501	1033823	January 16, 2008	March 31, 2008
Mexico	Adrenomate	907503	1033824	January 16, 2008	March 31, 2008
Switzerland	Twinject	903115	903115	May 26, 2006	May 26, 2006