

## 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			
Name	Formerly	Execution Date	Entity Type
Shionogi Inc.		03/30/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	CorePharma, L.L.C.		
Street Address:	215 Wood Avenue		
City:	Middlesex		
State/Country:	NEW JERSEY		
Postal Code:	08846		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3311867	TWINJECT	
CORRESPONDENCE DATA			
Fax Number:	(973)491-3490		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	iplaw@leclairryan.com		
Correspondent Name:	Brian L. Petrequin, Esq.		
Address Line 1:	c/o LeClairRyan		
Address Line 2:	1037 Raymond Blvd. 16th Fl.		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	24407.0001		
NAME OF SUBMITTER:	Brian L. Petrequin		
Signature:	/Brian Petrequin/		
Date:	04/09/2012		

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**Total Attachments: 6**

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## 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 New Jersey limited liability company 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 Merri

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