

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: | 3101978 | 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. Petequin, Esq. | | |
| Address Line 1: | c/o LeClairRyan | | |
| Address Line 2: | 1037 Raymond Blvd. | | |
| Address Line 4: | Newark, NEW JERSEY 07102 | | |
| ATTORNEY DOCKET NUMBER: | 24407.0001 | | |
| NAME OF SUBMITTER: | Brian L. Petequin | | |
| Signature: | /Brian Petequin/ | | |
| 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.

[Remainder of Page Left Blank]

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

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 |