

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
NEXTWAVE PHARMACEUTICALS INCORPORATED		05/18/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIS PHARMA, INC.		
Street Address:	2033 Route 130, Suite D		
City:	Monmouth Junction		
State/Country:	NEW JERSEY		
Postal Code:	08852		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4013428	NEXICLON	
CORRESPONDENCE DATA			
Fax Number:	2155405818		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(215) 540-9210		
Email:	ckodroff@howsonandhowson.com		
Correspondent Name:	Howson & Howson LLP		
Address Line 1:	501 Office Center Drive, Suite 210		
Address Line 2:	Attn: Cathy A Kodroff		
Address Line 4:	Fort Washington, PENNSYLVANIA 19034		
ATTORNEY DOCKET NUMBER:	TRIS_NEXICLON		
NAME OF SUBMITTER:	Cathy A Kodroff		
Signature:	/CathyAKodroff/		

CH \$40.00 4013428

Date:

06/21/2012

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made effective as of the 17th day of May, 2012 by and between NEXTWAVE PHARMACEUTICALS INCORPORATED, a Delaware corporation, having offices located at 20450 Stevens Creek Boulevard, Suite 150, Cupertino, CA 96014 (“Assignor”), and TRIS PHARMA, INC., a New Jersey corporation having offices located at 2033 Route 130, Suite D, Monmouth Junction, New Jersey 08852 (“Assignee”). Capitalized terms used herein and not otherwise defined in this Assignment of Trademarks shall have the meanings ascribed to them in the Amendment (as defined below).

WHEREAS, Assignor has adopted and used in its business the trademarks and trade names, if any, identified in Exhibit A of the Amendment No. 2 to Amended and Restated Collaboration Agreement, by and among Assignee and Assignor dated as of March 19, 2012 (the “Amendment”), which are listed on Schedule A attached hereto and made a part hereof (the “Trademarks”); and

WHEREAS, the Assignee is acquiring the Trademarks from Assignor pursuant to the Amendment;

NOW, THEREFORE, in consideration of and exchange for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks, together with the good will symbolized by and associated with the business in connection with which the Trademarks are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary to more fully grant, convey, transfer, assign and deliver to and vest in Assignee the Trademarks hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

[Signatures appear on next page]

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IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer on the date first above written.


ASSIGNOR:

NEXTWAVE PHARMACEUTICALS INCORPORATED
a Delaware corporation

By: _____
Name: Jay Shepard
Title: President and Chief Executive Officer

ASSIGNEE:

TRIS PHARMA, INC.,
a New Jersey corporation

By:  _____
Name: Ketan Mehta
Title: President and Chief Executive Officer

[Signature Page to Assignment of Trademarks]

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of May, 2012, personally came before me Jay Shepard, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President of **NextWave Pharmaceuticals Incorporated**, a Delaware corporation; and

(b) This document was signed and delivered by **NextWave Pharmaceuticals Incorporated**, a Delaware corporation, as its voluntary act and deed by virtue of authority from its directors.

Notary Public

STATE OF NEW JERSEY)
) SS:
COUNTY OF MONMOUTH)

Sworn to and subscribed
before me this
18 day of May, 2012

On this ___ day of May, 2012, personally came before me Ketan Mehta, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President of **Tris Pharma, Inc.**, a New Jersey corporation; and

(b) This document was signed and delivered by **Tris Pharma, Inc.**, a New Jersey corporation, as its voluntary act and deed by virtue of authority from its directors.

MICHELE PIERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/15/2016

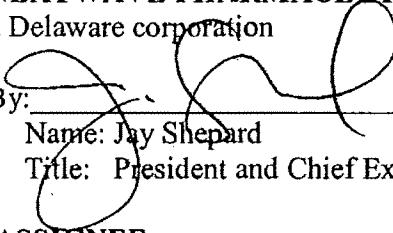
Michele Pierson
Notary Public

[Notary Page to Assignment of Trademarks]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

NEXTWAVE PHARMACEUTICALS INCORPORATED
a Delaware corporation

By: 
Name: Jay Shepard
Title: President and Chief Executive Officer

ASSIGNEE:

TRIS PHARMA, INC.,
a New Jersey corporation

By: _____
Name: Ketan Mehta
Title: President and Chief Executive Officer

[Signature Page to Assignment of Trademarks]

STATE OF CALIFORNIA)
) SS:
COUNTY OF SANTA CLARA)

On this 18th day of May, 2012, personally came before me Jay Shepard, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President of **NextWave Pharmaceuticals Incorporated**, a Delaware corporation; and

(b) This document was signed and delivered by **NextWave Pharmaceuticals Incorporated**, a Delaware corporation, as its voluntary act and deed by virtue of authority from its directors.



Notary Public

STATE OF NEW JERSEY)
) SS:
COUNTY OF MONMOUTH)

On this ___ day of May, 2012, personally came before me Ketan Mehta, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President of **Tris Pharma, Inc.**, a New Jersey corporation; and

(b) This document was signed and delivered by **Tris Pharma, Inc.**, a New Jersey corporation, as its voluntary act and deed by virtue of authority from its directors.

Notary Public

[Notary Page to Assignment of Trademarks]

Schedule A

Any and all U.S. and foreign pending, registered, unregistered, cancelled, and abandoned trademarks/service marks used in connection with Products containing the active pharmaceutical ingredient drug substance known as clonidine, owned by NextWave Pharmaceuticals Incorporated, a Delaware corporation and its predecessors in interest, including, but not limited to, the following:

<u>NAME/TITLE</u>	<u>JURISDICTION AND REGISTRATION NO. OR APPLICATION NO.</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>
NEXICLON	U.S. Reg. No. 4013428	Registered 08/16/2011