

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
SRZ Properties, Inc.		10/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alaven Pharmaceutical, LLC		
Street Address:	Suite 428, 200 North Cobb Parkway		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0819021	PROCTOFOAM	
Registration Number:	0938531	CORTIFOAM	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(404) 407-3607		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Ashish D. Patel		
Address Line 1:	10050 Innovation Drive, Suite 400		
Address Line 4:	Dayton, OHIO 45342-4934		
NAME OF SUBMITTER:	Ashish D. Patel		
Signature:	/Ashish D. Patel/		
Date:	08/15/2012		

OP \$65.00 0819021

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Assignment") dated as of October 8, 2010 (the "Effective Date") is made by SRZ Properties, Inc., a Delaware corporation ("Assignor"), to Alaven Pharmaceutical, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, and all registrations and applications therefor pending or subsisting in the United States of America (the "Territory"), specified in Schedule A attached (the "Trademarks");

WHEREAS, pursuant to the License and Asset Purchase Agreement, dated as of February 15, 2008, by and among UCB, Inc., UCB Pharma Ltd. and Assignee and the License and Asset Purchase Agreement, dated as of April 16, 2008, by and among UCB, Inc. and Assignee, Assignee is acquiring the entire business to which use of the Trademarks in the Territory pertains;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks in the Territory; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks in the Territory.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all rights, title and interests in and to the Trademarks in the Territory, together with (i) the registrations of the Trademarks in the Territory and (ii) the goodwill of the business symbolized by and associated with the Trademarks and such registrations in the Territory. This assignment includes an assignment of all rights to (A) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Trademarks in the Territory, the registrations thereof or the goodwill symbolized by or associated with the Trademarks or such registrations in the Territory, (B) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country in the Territory for cancellation or opposition, or other proceeding, in connection with the Trademarks and (C) to collect any income, royalties and payments arising after the Closing Date by virtue of the use thereof in the Territory. The rights, title and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2. Miscellaneous.

a. Assignor further covenants that it will execute and deliver, from time to time after the date hereof upon the reasonable request of Assignee, such further documents, papers, forms, and authorizations and will take all other actions that may be necessary for

securing, completing or vesting in Assignee the ownership of the Trademarks in the Territory, to the fullest extent possible.

b. This Assignment shall be exclusively interpreted in accordance with and governed by the laws of the State of Delaware, without regard to its conflicts of law provisions.

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

d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark Rights to be executed by a duly authorized officer, as of the Effective Date.

SRZ PROPERTIES, INC.

By: Jack McNeese
Name: Jack McNeese
Title: Assistant Treasurer

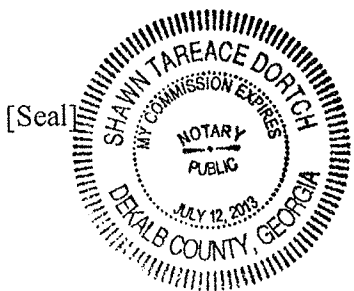
By: T. Stow
Name: Tim Stow
Title: Director

[Signature Page to Trademark Assignment]

COMMONWEALTH OR STATE OF GEORGIA

COUNTY OF DEKALB) ss.
)

On this the 7TH day of OCTOBER, 2010 before me appeared JACK MCNEESE & TIM STOW, the persons who signed this instrument, who acknowledged that he is the ASST. TREASURER & DIRECTOR of Assignor and that being duly authorized he signed such instrument as a free act on behalf of said corporation.



Shawn Tareace Dortch
Notary Public

My commission expires: 12 JULY 2013

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Registration No./Serial No.</u>
PROCTOFOAM	United States of America	819021
CORTIFOAM	United States of America	938531
EPIFOAM	United States of America	1168878

17648243

Trademark Assignment

RECORDED: 08/15/2012

**TRADEMARK
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