

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
Johnson & Johnson		07/30/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Genupro, Inc.		
Street Address:	3900 Paramount Parkway, Suite 150		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560-5401		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77749584		
Serial Number:	85261793	PRILOGY	
Registration Number:	4067692	PRILIGY	
CORRESPONDENCE DATA			
Fax Number:	3038630223		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-863-9700		
Email:	lhansen@sheridanross.com		
Correspondent Name:	Lew Hansen, Sheridan Ross P.C.		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	4220-169		
NAME OF SUBMITTER:	Lew Hansen		

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Signature:	/Lew Hansen/
Date:	08/15/2012
Total Attachments: 5 source=J_J_and_GenuPro_Trademark_Assignment_Agmt_30July2012#page1.tif source=J_J_and_GenuPro_Trademark_Assignment_Agmt_30July2012#page2.tif source=J_J_and_GenuPro_Trademark_Assignment_Agmt_30July2012#page3.tif source=J_J_and_GenuPro_Trademark_Assignment_Agmt_30July2012#page4.tif source=J_J_and_GenuPro_Trademark_Assignment_Agmt_30July2012#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Johnson & Johnson, a New Jersey corporation, having its principal offices at 1 Johnson & Johnson Plaza, New Brunswick, New Jersey 08933-7001 ("Assignor"), has adopted and is the owner of the trademarks, together with the applications and registrations therefor, set forth on the attached schedules (the "Trademarks") , in the countries of the United States of America, Canada and Japan, and

WHEREAS, Genupro, Inc., a North Carolina corporation, having its principal offices at 3900 Paramount Parkway, Suite 150, Morrisville, North Carolina 27560-5401 ("Assignee"), is desirous of acquiring the Trademarks, including the applications and registrations set forth on the attached schedules, in the indicated territories.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, both in its own name and on behalf of its involved subsidiaries, hereby assigns and transfers to Assignee, and Assignee does hereby accept, all right, title and interest in and to the Trademarks in the United States, Canada and Japan, together with the goodwill of the business symbolized such Trademarks and the portion of the business associated with such Trademarks, including the right to sue for damages for all past or present infringement. Assignor represents and warrants that it is the sole owner of the Trademarks, free and clear of adverse claims of any kind, that Assignor is not bound by or subject to any contract, license, judgment, order or arrangement of any kind that conflicts with the terms of this Agreement or that might in any way limit, restrict or impair the Trademarks or any rights assigned or transferred to Assignee under this Agreement; that the Trademarks and the use of the Trademarks do not infringe upon the rights of any person or entity; that there are no pending or threatened claims or legal actions with respect to any of the Trademarks, or to Assignor's ownership thereof; that Assignor has taken all steps necessary to maintain the applications and registrations set forth on the attached schedules as valid and subsisting prior to and through the date of this Agreement; and that Assignor has taken no steps to encumber or transfer any Trademark or any right, title and interest therein. Assignor undertakes within one year hereof to duly execute, or have duly executed by its subsidiaries, any further documents reasonably necessary to confirm or record the transfer of title effected hereby, as prepared by Assignee; and to take such further action as may reasonably be requested by Assignee at any time in connection with the protection or enforcement of the Trademarks, or prosecution or maintenance of the applications or registrations for the Trademarks set forth on the attached schedules.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be

executed by their duly authorized officers or agents on this 30th day of July, 2012.

Assignor: JOHNSON & JOHNSON

By: Brian F. Jaenicke

Name: BRIAN F. JAENICKE

Title: Assistant Secretary

Assignee: GENUPRO, INC.

By: _____

Name: _____

Title: _____

executed by their duly authorized officers or agents on this 30th day of July, 2012.

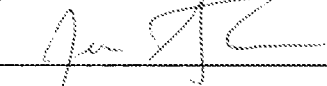
Assignor: JOHNSON & JOHNSON

By: _____

Name: _____

Title: _____

Assignee: GENUPRO, INC.

By:  _____

Name: June Almenoff, M.D., Ph.D

Title: President + Chief Medical Officer

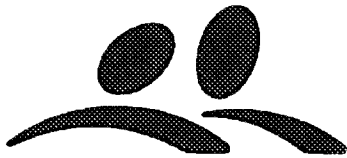
SCHEDULE A
Trademarks

PRILIGY
PRIOLOGY

PRILIGY in Japanese Characters 1:
フライリジー

PRILIGY in Japanese Characters 2:
フリリジー

PRILIGY Logo:



SCHEDULE B
Applications and Registrations

Mark	Country	Appln No.	Filing Date	Regn No.	Regn Date
PRILIGY	CANADA	1221594	18-Jun-04		
PRILIGY Logo	CANADA	1267689	8-Aug-05		
PRILIGY in Japanese Characters 1	JAPAN	76599	16-Aug-05	4949950	12-May-06
PRILIGY	JAPAN	71912	4-Aug-04	4858569	22-Apr-05
PRILIGY in Japanese Characters 2	JAPAN	15093	23-Feb-05	4910950	2-Dec-05
PRILIGY Logo	JAPAN	84184	8-Sep-05	4958979	9-Jun-06
PRILIGY	UNITED STATES OF AMERICA	77/749577	2-Jun-09	4067692	6-Dec-11
PRILIGY Logo	UNITED STATES OF AMERICA	77/749584	2-Jun-09		
PRIOLOGY	UNITED STATES OF AMERICA	85/261793	9-Mar-11		

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