

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
John H Hutchinson		09/24/2012	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	PharmAria LLC		
Street Address:	3435 Richmond Street		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85562340	PHARMARIA	
CORRESPONDENCE DATA			
Fax Number:	8583502399		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-350-2300		
Email:	smmartin@wsgr.com		
Correspondent Name:	Matthew J. Bresnahan, Esq.		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	42916-900 TM1001		
NAME OF SUBMITTER:	Sarah Rollins		
Signature:	/Sarah Rollins/		
Date:	09/25/2012		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of September 24, 2012, is made by John H. Hutchinson, an individual ("**Assignor**"), residing at 3435 Richmond Street, San Diego, CA 92103, in favor of PharmAria LLC, a Delaware limited liability company ("**Assignee**"), located at 3435 Richmond Street, San Diego, CA 92103, in connection with the transfer of certain assets of Assignor to Assignee pursuant to a Restricted Unit Purchase Agreement between Assignor and Assignee, dated as of March 30, 2012 (the "**Principal Agreement**").

WHEREAS, under the terms of the Principal Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark(s), trademark registration(s) and trademark application(s) set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, only with respect to United States intent-to-use trademark applications, the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for

damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate in a timely manner with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's registrations for domain names which include any Assigned Trademark, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. General.

(a) Entire Agreement. This Trademark Assignment, together with the Principal Agreement, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The parties hereto acknowledge and agree that the Principal Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Principal Agreement and the terms hereof, the terms of the Principal Agreement shall govern.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

John H. Hutchinson

By  _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

PharmAria LLC

By _____

Name:

Title:

Address for Notices:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

John H. Hutchinson

By _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

PharmAria LLC

By Kevin Halme

Name:

Title:

Address for Notices:

SCHEDULE 1

ASSIGNED TRADEMARKS

TRADEMARK	COUNTRY	APPLICATION/ SERIAL NO.	FILING DATE
PharmAria	United States	85/562,340	March 7, 2012