

## 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
CorePharma, L.L.C.		11/01/2012	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Amedra Pharmaceuticals LLC		
Street Address:	2 Walnut Grove Drive		
Internal Address:	Suite 190		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044-7707		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3797506	ADRENACLICK	
Registration Number:	3311867	TWINJECT	
Registration Number:	3101978	TWINJECT	
Registration Number:	3449047	TWINJECT AUTO-INJECTOR	
Registration Number:	2992781	TWINJECT	
Registration Number:	1177791	DEXEDRINE	
Registration Number:	4013212	AMEDRA	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		

CH \$190.00 3797506

Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/01/2012

**Total Attachments: 5**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of November 1, 2012, is by and between CorePharma, L.L.C., a New Jersey limited liability company ("Assignor"), to Amedra Pharmaceuticals LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedule A (the "Assigned IP");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the Patent and Trademark Offices.

NOW, THEREFORE, in consideration of the sum of US \$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
3. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

COREPHARMA, L.L.C.

By: *Ernest DeLuca*

Its: CFO

Date: 11/1/12

STATE OF NJ )  
COUNTY OF Monmouth ) ss.

Before me, the undersigned authority, on this 1<sup>st</sup> day of Nov, 2012, personally appeared Ernest DeLuca known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.



**Lara Sutton**  
NOTARY PUBLIC  
Monmouth County, New Jersey  
ID # 2392903  
My Commission Expires 02/02/2015

Notary Public

*Lara Sutton*  
(Signature of Notary)

Tara Sutton  
(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

AMEDRA PHARMACEUTICALS LLC

By: Christopher Worrell

Its: CEO

Date: November 1, 2012

STATE OF NJ )  
COUNTY OF Monmouth ) ss.

Before me, the undersigned authority, on this 1<sup>st</sup> day of NOV, 2012, personally appeared Christopher Worrell known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Notary Public



Tara Sutton  
NOTARY PUBLIC  
Monmouth County, New Jersey  
ID # 2392903  
My Commission Expires 02/02/2015

Tara Sutton  
(Signature of Notary)

Tara Sutton  
(Legibly Print or Stamp Name of Notary)

## Schedule A-Trademarks

### 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 (words and stylized)	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
DEXEDRINE	73/266,838	1,177,791	June 18, 1980	November 17, 1981
Amedra	77/932,673	4,013,212	February 10, 2010	August 16, 2011

### Foreign

<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

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
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