

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
Guardian II Acquisition Corporation		09/25/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Lupin Atlantis Holdings, S.A.
Street Address:	Muhlentalstrasse 2
City:	Schaffhausen
State/Country:	SWITZERLAND
Postal Code:	8200
Entity Type:	CORPORATION: SWITZERLAND

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3101801	ANTARA

**CORRESPONDENCE DATA**

Fax Number: 2159814750  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 215-981-4194  
 Email: joneskd@pepperlaw.com  
 Correspondent Name: Paul J. Kennedy  
 Address Line 1: Eighteenth & Arch Streets  
 Address Line 2: 3000 Two Logan Square  
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	ANTARA 131962.3
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**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:

OP \$40.00 3101801

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Paul J. Kennedy

Signature:

/Paul J. Kennedy/

Date:

11/29/2012

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*"), dated as of September 25, 2009, is made and entered into by and among Oscient Pharmaceuticals Corporation, a Massachusetts corporation ("*Oscient*"), Guardian II Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Oscient, (the "*Oscient Subsidiary*") (each of Oscient and Oscient Subsidiary is referred to herein as an "*Assignor*" and together, "*Assignors*"), each a Chapter 11 Debtor and Debtor in Possession under Case No. 09-16576 pending in the United States Bankruptcy Court for the District of Massachusetts, on the one hand, and Lupin Atlantis Holdings, S.A., a corporation organized under the laws of Switzerland ("*Assignee*"), assignee of Lupin Limited, a company organized under the Indian Companies Act of 1935, on the other hand. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of September 24, 2009 (the "*Purchase Agreement*"), by and among Assignors and Assignee.

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignors and Assignee are consummating the transaction contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1 Assignment. In accordance with and subject to the terms and conditions of the Purchase Agreement, and except as set specifically set forth herein, each Assignor hereby assigns, transfers and conveys to Assignee, all of such Assignor's respective right, title and interest in and to the trademarks and trademark applications listed in Exhibit A (the "*Trademarks*"), including without limitation the goodwill and common law rights of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by such Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives, including any trademarks and trademark applications claiming priority to and/or benefit of the Trademarks including those filed in any foreign country/countries. Each Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue trademarks on applications as aforesaid, to issue all Trademarks in the name of Assignee in accordance with the terms of this Assignment.

2 Limitation. Notwithstanding anything to the contrary contained herein, Assignee does not hereby assume or agree to perform or pay any liabilities or obligations of either Assignor that are not Assumed Liabilities (provided that this sentence shall in no way limit Buyer's obligations under the Purchase Agreement).

3 Amendments. This Agreement may only be amended by a writing signed by each Assignor and Assignee.

4 Execution in Counterparts. This Assignment may be executed in counterparts and delivered by the delivery of facsimile signatures; provided, however, that if the parties exchange facsimile signatures, each of them agrees to provide the other with a copy of this Assignment bearing their original signature as soon thereafter as possible.

5 Delivery Pursuant to Purchase Agreement. Notwithstanding anything to the contrary herein, each of the Assignors and Assignee is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6 Binding Effect. This Assignment shall be binding upon, and shall inure to the benefit of, Assignors and Assignee and their respective successors and assigns.

7 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

8 Headings. The section and paragraph headings contained in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Assignment.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the parties hereto as of the date first above written.

ASSIGNORS:

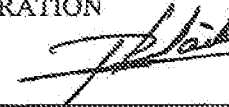
GUARDIAN II ACQUISITION  
CORPORATION

By: \_\_\_\_\_

  
Name: Philippe M. Maitre  
Title: Executive Vice President and  
Chief Financial Officer

OSCIENT PHARMACEUTICALS  
CORPORATION

By: \_\_\_\_\_

  
Name: Philippe M. Maitre  
Title: Executive Vice President and  
Chief Financial Officer

[SIGNATURES CONTINUE ON NEXT PAGE]

*[Signature Page to Trademark Assignment]*

3780

ASSIGNEE:

LUPIN ATLANTIS HOLDINGS, S.A.

By: Amacaulay  
Name: Andrew Macaulay  
Title: Director

*[Signature Page to Trademark Assignment]*

Exhibit A

U.S. Trademarks

Mark: ANTARA  
Class: 5  
Serial Number: 78/433786  
Filing Date: 06/11/2004  
Registration No.: 3101801  
Registration Date: 06/06/2006  
Status: Registered

Foreign Trademarks

None