

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
AXCAN PHARMA INC.		03/28/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	PINNACLE BIOLOGICS, INC.		
Street Address:	2801 Lakeside Drive		
Internal Address:	Suite 209		
City:	Bannockburn		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1367281	PHOTOFRIN	
CORRESPONDENCE DATA			
Fax Number:	7038164100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-816-4041		
Email:	fpp@nixonvan.com, cgp@nixonvan.com		
Correspondent Name:	Frank P. Presta, Nixon & Vanderhye PC		
Address Line 1:	901 North Glebe Road		
Address Line 2:	11th Floor		
Address Line 4:	Arlington, VIRGINIA 22203		
ATTORNEY DOCKET NUMBER:	FPP-551-201		
NAME OF SUBMITTER:	Frank P. Presta		
Signature:	/fpp/		

OP \$40.00 1367281

Date:

12/11/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this March 28, 2011.

BY AND BETWEEN:

AXCAN PHARMA INC. a Canadian corporation with its offices at 597 Laurier boulevard, Mont Saint-Hilaire, Québec, Canada, J3H 4X8 (the "Assignor")

AND:

PINNACLE BIOLOGICS, INC., a Delaware corporation having its principal office at 2801 Lakeside Drive, Suite 209, Bannockburn, Illinois 60015 (the "Assignee")

WITNESSETH

WHEREAS Assignor and Assignee have entered into a Product Acquisition Agreement as of March 25, 2011 pursuant to which Assignee acquired the rights, titles and interests in and to the trademark applications and/or registrations of **PHOTOFRIN** listed in **Schedule A** owned by the Assignor (the "Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire rights, titles and interests in and to the Trademarks, together with all of the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to sue and recover from third parties damages for past and current infringements thereof. The foregoing to be held by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had not this transfer and assignment been made.

IN WITNESS WHEREOF, this Agreement is executed by duly authorized officers at the date previously mentioned.

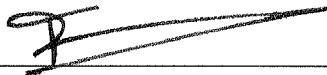
[The remainder of this page is intentionally left blank. The next page is the signature page.]

ASSIGNOR:

AXCAN PHARMA INC.

by its authorized signatory:

Witness: _____

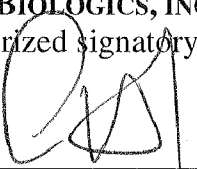
By: 
Name: Frank Verwiel, M.D.
Title: President and Chief Executive Officer

ASSIGNEE:

PINNACLE BIOLOGICS, INC.

by its authorized signatory:

Witness: _____

By: 
Name: Guillermo Herreta
Title: Executive Chairman & CEO

(End of signatures)

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT BETWEEN AXCAN PHARMA INC. AND PINNACLE BIOLOGICS, INC.]