

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
Victory Pharma, Inc.		07/29/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Shionogi Inc.
Street Address:	300 Campus Drive, Suite 300
City:	Florham Park
State/Country:	NEW JERSEY
Postal Code:	07932
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3354517	
Registration Number:	1891924	
Registration Number:	1862219	
Registration Number:	2676645	DOLGIC
Registration Number:	3327963	FEXMID
Registration Number:	0881598	KEFLEX
Registration Number:	3259839	KEFLEX 250 MG
Registration Number:	3259840	KEFLEX 500 MG
Registration Number:	1259841	
Registration Number:	3023014	LODINE
Registration Number:	3295693	MAGNACET
Serial Number:	77673512	MOX-PAK
Registration Number:	3627404	MOXATAG
Registration Number:	3706773	MOXATAG 1

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Serial Number:	77934413	MOXATAG PAK
Serial Number:	77906187	MOXATAG PAK
Serial Number:	77693797	MOXPAK
Serial Number:	85295401	PEREXO
Registration Number:	0507057	PHENERGAN
Registration Number:	3818335	PHENERGAN
Registration Number:	3220454	PULSYS
Registration Number:	3818776	RYBIX
Registration Number:	3928362	RYBIX ODT
Registration Number:	2943009	XODOL
Registration Number:	2416322	ZEBUTAL
Registration Number:	3564608	ZEBUTAL

CORRESPONDENCE DATA

Fax Number: 8049167270
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 804-916-7160
Email: trademarksri@leclairryan.com
Correspondent Name: Edward T. White, LeClairRyan
Address Line 1: 951 EAST BYRD STREET
Address Line 2: RIVERFRONT PLAZA, EAST TOWER
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	29759.0001
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	12/17/2012

Total Attachments: 5
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EXECUTION VERSION

TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of July 29, 2011, by Victory Pharma, Inc., a Delaware corporation ("Assignor") to Shionogi Inc., a Delaware corporation ("Assignee").

Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of July 15, 2011, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of July 28, 2011 (together, the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets ("Purchased Assets" as defined in the Agreement), including certain trademarks, trademark applications and trademark registrations of Assignor to which such assets relate.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's trademarks, trademark applications and trademark registrations listed on Schedule A attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor and Assignee each hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument. To the extent that any term or provision herein is inconsistent with the Agreement, the terms and provisions of the Agreement shall control.

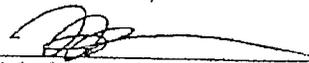
Assignor further agrees for itself, its successors and assigns to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee to effectuate the foregoing assignment.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused its duly authorized officer to execute this Trademark Assignment as of the date and time first above written.

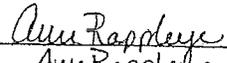
ASSIGNOR:

VICTORY PHARMA, INC.

By: 
Name: Matthew T. Heck
Title: President & CEO

ASSIGNEE:

SHIONOGI INC.

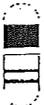
By: 
Name: Anna Rappleye
Title: EVP & GC

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademarks

*All U.S. filings except where indicated.
Does not include trademarks for which abandonment was instructed.*

<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Status</u>
Design Only (Green Capsule) 	76670824 3354517	12-26-2006 12-11-2007	Registered (Supplemental)
Design Only (Lodine Capsule b/w) 	74448162 1891924	10-18-1993 05-02-1995	Registered
Design Only (Lodine Capsule color) 	74448174 1862219	10-18-1993 11-15-1994	Registered
DOLGIC	76253291 2676645	05-07-2001 01-21-2003	Registered
FEXMID	78957905 3327963	08-22-2006 10-30-2007	Registered
KEFLEX <i>(Puerto Rico – awaiting assignment documents)</i>	Reg. No. 19195	11-07-1974	Registered
KEFLEX	72311361 0881598	11-05-1968 12-02-1969	Registered
KEFLEX 250 MG & Design 	76670776 3259839	12-26-2006 07-10-2007	Registered
KEFLEX 500 MG & Design 	76670777 3259840	12-26-2006 07-10-2007	Registered
KEFLEX 750 MG & Design 	76670823 1259841	12-26-2006 07-10-2007	Registered
LODINE & Design	78359563 3023014	01-29-2004 12-06-2005	Registered

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MAGNACET	78910874 3295693	06-19-2006 09-18-2007	Registered
MOX-PAK	77673512	02-19-2009	Allowed
MOXATAG (Canada)	1420994	12-08-2008	Allowed
MOXATAG (Mexico – awaiting assignment documents)	Reg. No. 1093863	04-13-2009	Registered
MOXATAG	76683106 3627404	10-18-2007 05-26-2009	Registered
MOXATAG I (Stylized) moxatag	77625829 3706773	12-03-2008 11-03-2009	Registered
MOXATAG PAK	77934413	02-12-2010	Allowed
MOXATAG PAK (Stylized) moxatag pak	77906187	01-06-2010	Allowed
MOXPAK	77693797	03-18-2009	Allowed
PEREXO	85295401	04-14-2011	Pending
PHENERGAN (Puerto Rico)	Reg. No. 12091	04-02-1962	Registered
PHENERGAN	71550837 0507057	02-28-1948 02-22-1949	Registered
PHENERGAN	77909935 3818335	01-12-2010 07-13-2010	Registered
PULSYS	78077941 3220454	08-07-2001 03-20-2007	Registered
RYBIX	77145368 3818776	03-30-2007 07-13-2010	Registered
RYBIX ODT & Design Rybix ODT	85082543 3928362	07-12-2010 03-08-2011	Registered
XODOL	78256758 2943009	06-02-2003 04-19-2005	Registered

ZEBUTAL	75581231 2416322	11-02-1998 12-26-2000	Registered
ZEBUTAL	77517336 3564608	07-08-2008 01-20-2009	Registered