

TRADEMARK ASSIGNMENT

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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
Independence Pharmaceuticals, LLC		12/28/2012	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	ARBOR PHARMACEUTICALS, INC.		
Street Address:	980 Hammond Drive		
Internal Address:	Suite 1250		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85373407	EQUADD	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404 572 4600		
Email:	trademarks@kslaw.com,efox@kslaw.com,vbantug@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18873.104001 EQUADD		
NAME OF SUBMITTER:	Vicky R. Bantug, Paralegal		
Signature:	/Vicky R. Bantug/		

CH \$40.00 85373407

Date:

01/03/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made by Independence Pharmaceuticals, LLC, an Ohio limited liability company, with an office at 10 West 4th Street, Suite 202, Newport, Kentucky 41071 ("Assignor"), in favor of Arbor Pharmaceuticals, Inc., a Delaware corporation, with an office at 980 Hammond Drive, Suite 1250, Atlanta, Georgia 30328 ("Assignee").

WHEREAS, Assignor owns and has a bona fide intent to use the trademark (the "Mark") set forth in Annex 1 attached to this Assignment in connection with the goods as set forth in Annex 1;

WHEREAS, Assignor has applied to register the Mark on the Principal Register of the United States Patent and Trademark Office ("USPTO") based on Assignor's bona fide intent to use the Mark in commerce in connection with the goods as set forth in Annex 1, Application Serial No. 85-373,407 filed on July 18, 2011 ("Application");

WHEREAS, Assignee desires to acquire the business of Assignor in connection with which Assignor has a bona fide intent to use the Mark and the pending Application and Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Mark and the pending Application together with the goodwill of the business connected with the use of and symbolized by the Mark, if any;

Now, therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant, sell, and otherwise convey to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Mark, including all common law rights therein, free and clear of all liens and encumbrances (except as otherwise set forth in the Agreement, as defined below), the pending Application to register the Mark, together with the goodwill of the business symbolized by the Mark, if any, and together with that portion of Assignor's business in connection with which it has a bona fide intent to use the Mark.

Assignee is a successor to the business to which the mark pertains and such business is ongoing and existing. The Parties agree as follows: (a) this Assignment is being executed before the filing of an allegation of use of the Mark in connection with the Application; (b) Assignee will record this Assignment with the USPTO in connection with the Application; and (c) this Assignment includes the entire business of the Assignor to which the mark pertains

Assignor agrees to assist Assignee in the implementation of this Assignment by executing and signing any other document reasonably requested by Assignee relating to the implementation of this Assignment, including recording this Assignment or any aspect of this Assignment and including executing or signing a further assignment document specifically identifying part of the property rights assigned herein, and Assignor agrees to do so without further consideration.

Assignor hereby authorizes and requests the Commissioner of the USPTO to record this Assignment in the name of Assignee with respect to the Application, as appropriate, at Assignee's expense.

This Assignment is being delivered in connection with the Asset Purchase Agreement between Assignor and Assignee dated on or about December 28, 2012, which is incorporated herein by this reference (the "Agreement"), and is subject to, and is entitled to the benefits in respect of, the Agreement. Nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Agreement. Any capitalized term used but not defined herein shall have the meaning given in the Agreement.

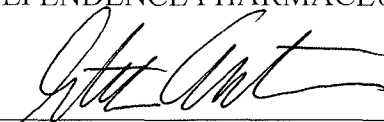
Except for the representations and warranties of Assignor expressly set forth in this Assignment or in the Agreement, neither Assignor nor its Affiliates nor any other Person makes any other express or implied representation or warranty on behalf of Assignor, or otherwise, with respect to the Mark.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the undersigned have caused its duly authorized representative to execute this Assignment effective as of the 28th day of December, 2012.

Dated: December 29, 2012

INDEPENDENCE PHARMACEUTICALS, LLC

By: 

Print Name: Stefan Antonsson

Title: Authorized Member

Dated: _____

ARBOR PHARMACEUTICALS, INC.

By: _____

Print Name: _____

Title: _____

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

I certify that I know or have satisfactory evidence that STEFAN ANTONSSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the authorized Member, of INDEPENDENCE PHARMACEUTICALS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Lee Anne Mieseler Stautberg
(Signature)

Lee Anne Mieseler Stautberg
(Print Name)



LEE ANNE MIESELER STAUTBERG
Attorney at Law
Notary Public, State of Ohio
My Commission Expires
Section 147.03 R.C.

Notary Public in and for the State of Ohio
residing at 7571 Ayers Rd Cincinnati, OH 45255
My commission expires N/A

STATE OF _____)
) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____, of ARBOR PHARMACEUTICALS, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Signature)

(Print Name)

Notary Public in and for the State of _____
residing at _____
My commission expires _____

Annex 1

TM/SN/RN/Discl aimer	Status/Key Dates	Full Goods/Services	Owner
EQUADD	Allowed - Intent to Use 2nd Extension of Time Granted	(Int'l Class: 5) Pharmaceutical preparations for the treatment of attention deficit hyperactivity disorder	Independence Pharmaceuticals, LLC (Ohio Limited Liability Company) 10 W. Fourth Street Newport, Kentucky 41071
SN:85-373407	December 11, 2012 Filed: July 18, 2011 Published: December 13, 2011 Allowed: February 7, 2012		