

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
Xanodyne Pharmaceuticals, Inc.		06/21/2012	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Depomed, Inc.
Street Address:	1360 O'Brien Drive
City:	Menlo
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2346573	PROSORB
Serial Number:	78508322	LYNXORB
Registration Number:	3732682	ZIPSOR
Registration Number:	3725984	ZIPSOR

**CORRESPONDENCE DATA**

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

Phone: 2125562100  
 Email: nytrademarks@kslaw.com  
 Correspondent Name: Kathleen E. McCarthy  
 Address Line 1: 1185 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Kristina Lewis
Signature:	/Kristina Lewis/

CH \$115.00 2346573

Date:

01/14/2013

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made on this 21st day of June, 2012, by and between Depomed, Inc., a California corporation ("Depomed"), and Xanodyne Pharmaceuticals, Inc., a Delaware corporation ("XPI").

### RECITALS

WHEREAS, Depomed and XPI have entered into an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, XPI is the owner of all right, title, and interest in and to the trademarks listed in Exhibit A ("Marks"), including, but not limited to, the right to recover for past and future infringement.

WHEREAS, pursuant to the Asset Purchase Agreement, the parties have agreed, that Depomed will acquire all right, title and interest in and to the Marks.

WHEREAS, XPI is willing to assign to Depomed all right, title and interest as XPI may possess in and to the Marks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, XPI makes the following assignment and agrees as follows:

1. XPI does hereby sell, assign, convey and transfer unto Depomed, its successors and assigns, XPI's entire right, title and interest in and to the Marks, and to any trademarks from which the Marks are derived and including, without limitation, the goodwill associated with the marks, the right to sue for and recover damages for any past, present or future infringement of the Marks, to have and to hold the same, unto Depomed, its successors, assigns and nominees, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by XPI had this Trademark Assignment and transfer not been made.
2. XPI agrees that Depomed shall have the rights to register its rights in the Marks, in its name, in the United States Patent and Trademark Office and in any and all other countries.
3. XPI hereby constitutes and appoints Depomed as XPI's true and lawful attorney in fact for the sole purpose of this Trademark Assignment, with full power of substitution in XPI's name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Depomed or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Marks that may have accrued in XPI's favor from

the respective date of first creation of any of the Marks to the date of this Trademark Assignment, including without limitation, any rights in derivative works thereof to the date of this Trademark Assignment. XPI hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. This Trademark Assignment shall be binding upon and inure to the benefit of XPI and its respective successors and assigns.
5. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of New York.
6. If any term, provision, covenant or restriction of this Trademark Assignment is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, such determination shall not affect the enforceability of any others or the remainder of this Trademark Assignment.
7. Nothing in this Trademark Assignment shall be construed to be a modification of, or limitation on, any provision of the Asset Purchase Agreement, including the representations, warranties and agreements set forth therein. If any conflict exists between the terms of this Trademark Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

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IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by the undersigned duly authorized officers of Depomed and XPI as of the date first above written.

DEPOMED, INC.

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

Name: James A. Schoeneck

Title: President and CEO

Address:

1360 O'Brien Drive  
Menlo Park, California 94025

XANODYNE PHARMACEUTICALS, INC.

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

Name: Natasha Giordano

Title: President and CEO

Addresses:

One Riverfront Place  
Newport, Kentucky 41071

400 Valley Road, Suite 303  
Mount Arlington, New Jersey 07856



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 004942 FRAME: 0549**

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by the undersigned duly authorized officers of Depomed and XPI as of the date first above written.

DEPOMED, INC.

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

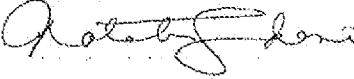
Name: James A. Schoenock

Title: President and CEO

Address:

1360 O'Brien Drive  
Menlo Park, California 94025

XANODYNE PHARMACEUTICALS, INC.

By: 

Name: Natasha Giordano

Title: President and CEO

Addresses:

One Riverfront Place  
Newport, Kentucky 41071

400 Valley Road, Suite 303  
Mount Arlington, New Jersey 07856

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

ZIPSOR Trademarks

Mark	Status	Appin No	Reg No	Good	Country
ZIPSOR	Pending	3087975		005: Anti-inflammatories and oral analgesics	Argentina
ZIPSOR	Published	830979760		005: Anti-inflammatories and oral analgesics	Brazil
ZIPSOR	Registered	1179843	1244872	005: Anti-inflammatories and oral analgesics	Mexico
ZIPSOR	Filed	76506		005: Anti-inflammatories and oral analgesics	Puerto Rico (USA)
ZIPSOR	Registered	77681532	3732682	005: Oral analgesics	United States
ZIPSOR	Registered	77316449	3726904	005: Anti-inflammatories	United States
ZIPSOR	Pending	2011-14850		005: Anti-inflammatories and oral analgesics	Venezuela
Lynxorb	abandoned	78508322		prep for pain	united States
Prosorb	Registered	75544030	2346573	technology soft gel delivery	United States licensed