

## 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
NOVARTIS CONSUMER HEALTH, INC.		01/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DUCERE PHARMA LLC		
Street Address:	c/o Casla Partners, LP		
Internal Address:	154 Grand Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0829017	CRUEX	
Registration Number:	1746288		
Registration Number:	0716041	MYOFLEX	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 715-9205		
Email:	KLtrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	065507-00004		

NAME OF SUBMITTER:	Erica D. Klein
Signature:	/Erica D. Klein/
Date:	02/20/2013
<b>Total Attachments: 5</b> source=Trademark Assignment from Novartis Consumer Health, Inc to Ducere Pharma LLC#page1.tif source=Trademark Assignment from Novartis Consumer Health, Inc to Ducere Pharma LLC#page2.tif source=Trademark Assignment from Novartis Consumer Health, Inc to Ducere Pharma LLC#page3.tif source=Trademark Assignment from Novartis Consumer Health, Inc to Ducere Pharma LLC#page4.tif source=Trademark Assignment from Novartis Consumer Health, Inc to Ducere Pharma LLC#page5.tif	

## Trademark Assignment by Novartis Consumer Health, Inc.

This Trademark Assignment (this "Assignment"), dated as of January <sup>8<sup>th</sup></sup>, 2013 (the "Effective Date"), is made and entered into by and between NOVARTIS CONSUMER HEALTH, INC., a corporation organized under the laws of Delaware ("Assignor") and DUCERE PHARMA LLC, a limited liability company organized under the laws of Delaware ("Assignee") (each a "Party" and together, the "Parties").

A. Pursuant to that certain Asset Purchase Agreement among Assignee, Novartis AG and Novartis Consumer Health, Inc., a Delaware Corporation ("NCH INC."), dated as of December 12, 2012, (the "Asset Purchase Agreement"), under which, among other things, Novartis AG and NCH INC. have agreed to, and to cause its Affiliates to, sell, assign, transfer, convey and deliver to Assignee the Business and the Products;

B. As a condition to the Closing of the Asset Purchase Agreement, the Parties agreed to enter into this Assignment pursuant to which Assignor shall assign to Assignee all of its respective right, title and interest in and to certain trademarks and domain name registrations.

NOW THEREFORE, in consideration for the payment of the portion of the Purchase Price to be paid at the Closing and the assumption of the Assumed Liabilities, the receipt and sufficiency of which are hereby acknowledged by Seller (on behalf of itself and its Affiliates), the Parties agree as follows:

1. Definition. The terms used in this Assignment with their initial letters capitalized shall, unless the context otherwise requires or unless otherwise expressly provided herein, have the meanings specified in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, conveys and transfers to Assignee, its successors and assigns, all of Assignor's respective right, title and interest in and to the registered and applied-for trademarks and domain names which are owned by Assignor (attached hereto as Schedule A) (the "Transferred Trademark Rights").

3. Due Authorization. Assignor hereby authorizes and requests any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registrations included in the Transferred Trademark Rights to Assignee.

4. Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, such further documents prepared by Assignee at Assignee's expense and take such further action that may be necessary or desirable to assist Assignee in perfecting the assignment, conveyance and transfer of the Transferred Trademark Rights hereunder, including, without limitation, any assignment documents required to be

recorded under the laws of relevant foreign jurisdictions to perfect the assignment, conveyance and transfer hereunder.

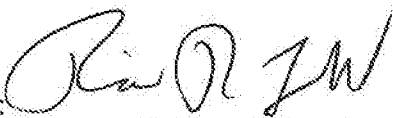
5. Assumed Agreements. Assignee acknowledges that Assignor has not obtained consent to assign any letters of consent or coexistence agreements or prior rights agreements concerning the Transferred Trademark Rights from any third party signatories to said agreements; and Assignee further warrants, covenants and agrees to hold Assignor and its Affiliates harmless if any such third party challenges the assignment of said agreements and claims any such agreement null and void.

6. Governing Law / Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the country of the State of New York d, without regard to conflicts of law rules of such state

7. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

NOVARTIS CONSUMER HEALTH INC. DUCERE PHARMA LLC

By: 

Name: Rick Lloyd  
Title: Region Head, OTC  
Americas

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

Name:  
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

NOVARTIS CONSUMER HEALTH INC. DUCERE PHARMA LLC

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

Name:

Title:

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

Name: SAMUEL HINES

Title: AUTHORIZED PERSON

SCHEDULE A

TRANSFERRED TRADEMARK REGISTRATIONS

Trademark	Country	App. Date	App. No.	Reg. Date	Reg. No.
CRUEX	United States	21 Jan 1966	72237059	23 May 1967	829017
Male Symbol Design used with CRUEX	United States	27 Jul 1990	1746288	12 Jan 1993	1746288
MYOFLEX	United States	08 Dec 1960	72109920	30 May 1961	716041