

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
Shionogi Inc.		05/06/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Concordia Pharmaceuticals Inc.		
Street Address:	Chancery Chambers, Chancery House, High Street		
City:	Bridgetown, BB		
State/Country:	BARBADOS		
Postal Code:	11128		
Entity Type:	CORPORATION: BARBADOS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77864611	KAPVAY	
Registration Number:	2185127	ORAPRED	
Registration Number:	3248392	ORAPRED ODT	
CORRESPONDENCE DATA			
Fax Number:	2028243001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-824-3000		
Email:	BWPTOTM@bannerwitcoff.com		
Correspondent Name:	Darrell G. Mottley		
Address Line 1:	1100 13th Street, N.W., 12th Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	003545.00034		
DOMESTIC REPRESENTATIVE			

CH \$90.00 77864611

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Darrell G. Mottley
Signature:	/Darrell G. Mottley/
Date:	05/10/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of May 6, 2013, by and between Shionogi Inc., a Delaware corporation with an address of 300 Campus Drive, Florham Park, NJ 07932 ("Assignor"), and Concordia Pharmaceuticals Inc., a Barbados corporation with an address of Chancery Chambers, Chancery House, High Street, Bridgetown, BB11128, Barbados, West Indies ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks, service marks, logos, and trade names, whether or not registered, shown on the attached Schedule A (the "Trademarks"), and including all applications and registrations thereof, and all goodwill associated with any of the foregoing; and

WHEREAS, pursuant to the Asset Purchase Agreement, of even date herewith (the "Agreement"), by and between Assignee and Assignor, Assignee desires to acquire all right, title, and interest in and to said Trademarks, the applications and registrations thereof, and all of the goodwill associated with any of the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest, in and to the Trademarks, whether or not registered, together with the goodwill of the business in connection therewith in the United States of America and throughout the world, including the right to sue and collect damages for infringement of the Trademarks, whether infringements are now known or later discovered; the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives. In order to give full force and effect to this Trademark Assignment, Assignor agrees that Assignee may record this Trademark Assignment with the United States Patent and Trademark Office or with any government agency worldwide whose duty is to register and record ownership of trademarks, and Assignor further agrees to sign any additional documents or assist in the transfer of the Trademarks at Assignee's expense, but for the purpose of clarity, such expense shall not include additional compensation to Assignor.

The interpretation and construction of this Trademark Assignment shall be governed by the laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive law of another jurisdiction. Each of the parties hereto covenants and agrees, each at their own expense, to do, execute, acknowledge and deliver, at the reasonable request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignments and assumptions contemplated by this Agreement.

The Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other government official throughout the world whose duty is to register and record ownership information of trademarks, to record the Assignee as owner of the Trademarks.

Should any part of this Trademark Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

This Trademark Assignment may be executed by the Assignor and Assignee in separate and several counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. An executed signature page of this Agreement delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.


This Trademark Assignment shall not be amended or otherwise modified, except by a written agreement dated subsequent to the date of this Trademark Assignment and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, each of the parties has executed this Trademark Assignment as of the date first set forth above.

SHIONOGI INC.

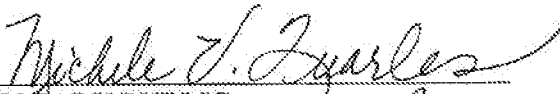


Name: JOHN KELLER
Title: PRESIDENT + CEO

Date: May 6, 2013

STATE OF New Jersey
COUNTY OF Norris) : ss

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On MAY 6, 2013, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.


NOTARY PUBLIC
Residing at Newark, NJ

My Commission Expires: _____
MICHELE V. QUARLES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 18, 2014

Concordia Pharmaceuticals Inc.

John A. R. McCleery
Name: JOHN A. R. McCLEERY
Title: MANAGING DIRECTOR

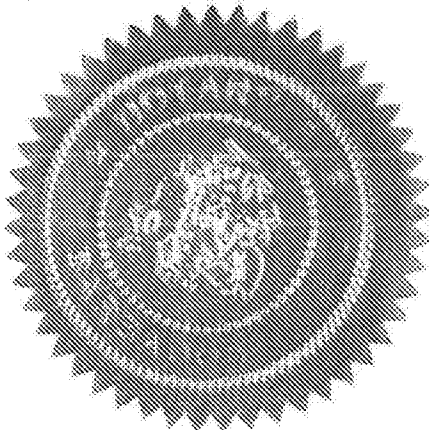
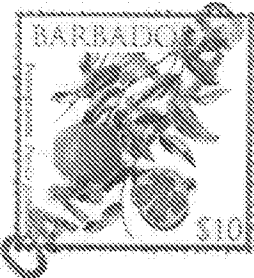
2013-05-06
Date

I, JOY-ANN C. CLARKE Notary Public in and for the Island of Barbados do hereby CERTIFY that on the day and the date hereof personally came and appeared before me a male person who identified himself to be JOHN ALEXANDER ROBERT McCLEERY the person named and described in the attached Trademark Assignment and in my presence did sign seal and deliver the same for and on behalf of CONCORDIA PHARMACEUTICALS INC. as and for his free and voluntary act and deed.

GIVEN under my hand and Notarial Seal of Office this th 6 day of May, 2013.

J Clarke

Notary Public in and for the Island of Barbados
DEPUTY REGISTRAR AND AS
SUCH A NOTARY PUBLIC IN
AND FOR BARBADOS



[Signature Page to Trademark Assignment]

SCHEDULE A
TRADEMARKS

United States

<u>Trademark</u>	<u>Application Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
Kapvay	77/864,611	N/A	November 4, 2009	Not yet registered. [Trademark has been "allowed"; a statement of use is due on or about May 25, 2013]
Orapred	75/284,813	2,185,127	May 1, 1997	August 25, 1998
Orapred ODT	78/642,154	3,248,392	June 2, 2005	May 29, 2007

Ex-US

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
Korea	Kapvay 캡베이	40-2012-0029768	40-0959504	May 8, 2012	March 20, 2013