

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Amedra Pharmaceuticals LLC		06/07/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Lineage Therapeutics Inc.		
Street Address:	2 Walnut Grove Drive		
Internal Address:	SUITE 190		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044-7707		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3797506	ADRENACLICK	
Registration Number:	3311867	TWINJECT	
Registration Number:	3101978	TWINJECT	
Registration Number:	3449047	TWINJECT AUTO-INJECTOR	
Registration Number:	2992781	TWINJECT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		

CH \$140.00 3797506

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 54073-10010

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 06/10/2013

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of June 7, 2013 (the "Effective Date"), by and between Amedra Pharmaceuticals LLC, a Delaware limited liability company ("Assignor"), and Lineage Therapeutics Inc., a Delaware corporation ("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, including those 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 Separation and Distribution Agreement, dated as of June 7, 2013 (the "Agreement"), by and between Tower Holdings, Inc., a Delaware corporation and sole stockholder of Assignor, and Assignee, Assignor desires to assign, and 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 and Assignee agree as follows:

1. Contribution of the Trademarks. Assignor hereby contributes, transfers, assigns, 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.

2. Terms of the Agreement. All the terms of the Agreement are incorporated herein by this reference. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Trademark Assignment, nothing herein is intended to, nor shall it, limit or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Agreement or the survival thereof.

3. Governing Law. The interpretation and construction of this Trademark Assignment shall be governed by the internal laws of the State of Delaware (i.e., without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware).

4. Recordation. 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.

5. Severability. 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 Trademark Assignment 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.

6. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

7. No Oral Modifications. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by (i) Assignor and (ii) Assignee.

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

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

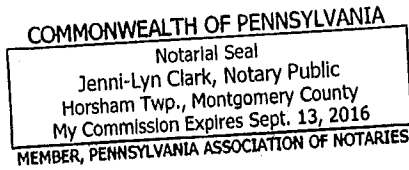
AMEDRA PHARMACEUTICALS LLC

By: 


Name: David Risk
Title: Vice President

6/3/2013
Date

STATE OF PENNSYLVANIA)
):SS
COUNTY OF MONTGOMERY)



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 JUNE 3RD 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 accompany instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.


NOTARY PUBLIC
Residing at 2 WALNUS GROVE DR, SUITE 100
HORSHAM PA 19044

My Commission Expires: SEPT 13 2016

ACCEPTED BY:

LINEAGE THERAPEUTICS INC.

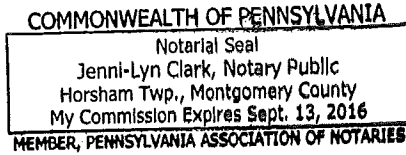
By: [Signature]

Name: David Risk

Title: Vice President and Secretary

6/3/2013
Date

STATE OF PENNSYLVANIA)
):ss
COUNTY OF MONTGOMERY)



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 JUNE 3RD 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 accompany instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

[Signature]
NOTARY PUBLIC
Residing at 2 WALNUT GROVE DR, SUITE 190
HORSHAM PA 19044

My Commission Expires: SEPT 13 2016

SCHEDULE A
TRADEMARKS

Trademarks owned by the Assignor:

United States:

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
Adrenaclick	77/818,149	3,797,506	September 2, 2009	June 1, 2010
Twinject	78/764,430	3,311,867	December 1, 2005	October 16, 2007
Twinject	78/470,999	3,101,978	August 20, 2004	June 6, 2006
Twinject Auto-injector	77/307,888	3,449,047	October 18, 2007	June 17, 2008
Twinject	76/309,722	2,992,781	September 6, 2001	September 6, 2005

Ex-U.S.:

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
Canada	Twinject	1,154,855	TMA651953	October 4, 2002	October 31, 2005
Canada	Twinpack	1,437,361	Pending	May 7, 2009 (published January 6, 2010)	N/A
Canada	Adrenaclick	1,456,362	Pending	October 19, 2009 (published November 3, 2010)	N/A

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
Canada	Adrenamate	1,379,772	Pending	January 18, 2008 (published December 24, 2008)	N/A
Canada	Adrenomate	1,379,766	Pending	January 18, 2008 (published December 24, 2008)	N/A
European Community	Twinject	002542173	002542173	January 21, 2002	February 18, 2004
European Community	Twinject PD	002603082	002603082	May 3, 2002	October 7, 2003
European Community	Adrenamate	0951614	0951614	January 16, 2008	January 16, 2008
European Community	Adrenomate	0964833	0964833	January 16, 2008	January 16, 2008
Japan	Twinject	903115	903115	May 26, 2006	May 26, 2006
Madrid Protocol	Twinject	903115	903115	May 26, 2006	May 26, 2006
Madrid Protocol	Adrenamate	951614	0951614	January 16, 2008	January 16, 2008
Madrid Protocol	Adrenomate	964833	964833	January 16, 2008	January 16, 2008
Mexico	Adrenamate	907504	1033825	January 16, 2008	March 31, 2008
Mexico	Adrenamate	907505	1033826	January 16, 2008	March 31, 2008
Mexico	Adrenomate	907501	1033823	January 16, 2008	March 31, 2008

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
Mexico	Adrenomate	907503	1033824	January 16, 2008	March 31, 2008
Switzerland	Twinject	903115	903115	May 26, 2006	May 26, 2006
Canada	Anakit	0404045	TMA114541	November 9, 1976	January 27, 1978
Canada	Anakit	1382232		February 6, 2008	
Canada	Epeze	1378150		January 7, 2008	
CTM	Epeze	951278	951278	January 10, 2008	January 10, 2008
Mexico	Epeze	905414	1091492	January 7, 2008	March 14, 2009
Mexico	Epeze	905415	1034541	January 7, 2008	March 14, 2009