

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
NexMed (U.S.A.), Inc.		07/17/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BQ Kits, Inc.		
Street Address:	11975 El Camino Real, Suite 300		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4301509	BQ KITS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-222-8041		
Email:	MMueller@apricusbio.com		
Correspondent Name:	Michael Mueller		
Address Line 1:	11975 El Camino Real, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
NAME OF SUBMITTER:	Michael Mueller		
Signature:	/Michael Mueller/		
Date:	07/17/2013		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT(S)

This Trademark Assignment Agreement (the "Agreement") is made as of July 17, 2013 (the "Effective Date") by and between NexMed (U.S.A.), Inc. ("Assignor"), a Delaware corporation with its principal place of business at 11975 El Camino Real, Suite 300, and BQ Kits, Inc. ("Assignee"), a California corporation with its principal place of business at 11975 El Camino Real, Suite 300, San Diego, CA 92130 (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademarks listed in Exhibit A hereto, hereinafter referred to as the "Marks", and to the trademarks covered thereby and to the goodwill and reputation of the businesses connected with and symbolized by these trademarks.

WHEREAS, Assignor agreed to assign all right, title and interest in and to the Marks to Assignee, and the Assignee agreed to accept such assignment subject to the terms and conditions set forth therein; and

NOW, THEREFORE, in the consideration of the sum of \$1.00 and other good and valuable consideration now paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, the Parties agree as follows:

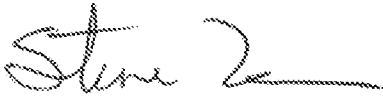
1. **ASSIGNMENT.** Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest in and to the Marks, together with all goodwill associated therewith.

2. **MISCELLANEOUS.** This Agreement is made under and shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

NEXMED (U.S.A.), INC.

By: _____



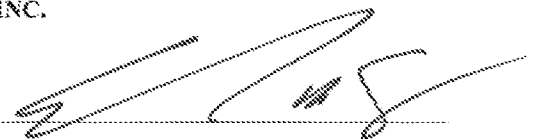
Name: Steve Martin

Title: SVP & CFO

Date: July 17, 2013

BQ KITS, INC.

By: _____



Name: Edward Cox

Title: VP of Corporate Development

Date: July 16, 2013

EXHIBIT A

I. United States Trademark:

BQ KITS -- U.S. Trademark No. 85748643, registered on 3/12/2013