

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
Biozone Laboratories, Inc.		09/03/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lautus Pharmaceuticals LLC		
Street Address:	7 Kitchell Rd.		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74150924	GLYDERM	
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>			
Email:	sbosacki@aol.com		
Correspondent Name:	Steven Bosacki		
Address Line 1:	7 Kitchell Rd.		
Address Line 4:	Morristown, NEW JERSEY 07960		
NAME OF SUBMITTER:	Steven Bosacki		
Signature:	/Steven Bosacki/		
Date:	09/04/2013		
Total Attachments: 2 source=TM_Assignment09032103#page1.tif source=TM_Assignment09032103#page2.tif			

OP \$40.00 74150924

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is dated September 3, 2013, by and among BioZone Pharmaceuticals, Inc., a Nevada corporation ("BZP"), BioZone Laboratories, Inc., a California corporation ("BZL") (BZP and BZL hereinafter referred to as the "Assignors"); and Lautus Pharmaceuticals LLC, a New Jersey limited liability company ("Assignee").

RECITALS

Assignors and Assignee are parties to an Asset Purchase Agreement relating to the Glyderm[®] brand of skin care products, dated September 3, 2013 (the "Asset Purchase Agreement"). (All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement).

The Asset Purchase Agreement provides for, among other things, the assignment of the Trademark (as defined below) on the terms set out in this Assignment.

OPERATIVE PROVISIONS

I. INTERPRETATION

"Trademark" means the mark registered in the United States Patent and Trademark office containing the following information:

Serial number:	74150924
Registration number:	1717365
Mark:	GLYDERM
Drawing Type:	Standard Character Mark
Filing Date:	03/25/1991
Registration Date:	09/22/1992

II. ASSIGNMENT

In consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration (receipt of which the Assignors hereby acknowledge) and subject to the terms and provisions of the Asset Purchase Agreement, the Assignors hereby assign, convey, grant, release, deliver, vest and confirm to the Assignee, and Assignee hereby accepts the foregoing sale, transfer, assignment, conveyance, grant, release, delivery, vesting and confirmation of the entire right, title and interest of the Assignor in and to the Trademark, free and clear of all Encumbrances including: (i) the benefit of all priority dates and (ii) the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of the Trademark committed after the date of this agreement.

III. FURTHER ASSURANCE

The Assignors hereby covenant with the Assignee that the Assignors will, at the expense of the Assignee, and at any time and from time to time, from and after the date hereof, execute, sign and deliver, or will cause to be done, executed, acknowledged and delivered, all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights hereby

assigned, transferred, granted, conveyed, assured and confirmed. Assignors hereby agree to execute Assignments of Trademark in a form to be agreed, which Buyer may file with the U.S. Patent and Trademark Office to become the registered owner of the Trademarks in the United States.

IV. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and interpreted in accordance with the substantive laws of the State of New Jersey without giving effect to the choice of law provisions thereof.

This assignment has been entered into on the date stated at the beginning of this document.

BIOZONE PHARMACEUTICALS, INC.

By: 

Name: ELIOT MAZA

Title: CEO

BIOZONE LABORATORIES, INC.

By: 

Name: ELIOT MAZA

Title: CEO