

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.		08/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MERZ PHARMACEUTICALS, LLC		
Street Address:	4215 Tudor Lane		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27410		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4035980	CUVPOSA	
CORRESPONDENCE DATA			
Fax Number:	2693822030		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	269-382-0030		
Email:	gps@hueschen-sage.us, jtf@hueschen-sage.us, tm@hueschen-sage.us		
Correspondent Name:	G. Patrick SAGE		
Address Line 1:	107 West Michigan Avenue		
Address Line 2:	Seventh Floor, Kalamazoo Building		
Address Line 4:	Kalamazoo, MICHIGAN 49007		
ATTORNEY DOCKET NUMBER:	MERZ LLC FTM 86		
NAME OF SUBMITTER:	Joanna T. FRENCH		
Signature:	/jtfrench/		

OP \$40.00 4035980

Date:

10/03/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made effective as of August 24, 2012 by and between Shionogi Inc., a Delaware corporation ("Assignor") and Merz Pharmaceuticals, L.L.C., a North Carolina limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), providing for, among other things, the sale to Assignee by Assignor all of Assignor's right, claim, title and legal and beneficial interest in the U.S. registered trademark "Cuyposa®" (U.S. Patent and Trademark Office Reg. No. 4035980) (the "Cuyposa Trademark"); and

WHEREAS, in accordance therewith, Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Cuyposa Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Cuyposa Trademark, together with the goodwill associated therewith and which is symbolized thereby, all rights to bring an action, whether at law or in equity, for infringement, misappropriation, or misuse of the Cuyposa Trademark, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Cuyposa Trademark and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future letters, notices and any other communications and documents bearing on the Cuyposa Trademark.

The rights and obligations of the parties will be governed by, and this Trademark Assignment will be interpreted, construed and enforced in accordance with, the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Each of the parties hereto covenants and agrees 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 assignment contemplated by this Trademark Assignment.

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.

This Trademark Assignment is subject to and limited by the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between this Trademark Assignment and the Asset Purchase Agreement, the terms, provisions and limitations of the Asset Purchase Agreement shall control. Notwithstanding anything to the contrary in this Trademark Assignment, nothing herein is intended to, nor shall it, enlarge, modify or otherwise alter the representations, warranties, rights, remedies, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

This Trademark Assignment may be signed in any number of counterparts, including by facsimile copies or by electronic scan copies delivered by email, each of which will be deemed an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile or by electronic scan copies delivered by email is as effective as executing and delivering this Trademark Assignment in the presence of the other party to this Trademark Assignment. This Trademark Assignment is effective upon delivery of one executed counterpart from each party to the other party.

This Trademark Assignment may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Trademark Assignment may be changed, modified or terminated only by an agreement in writing signed by the Assignor and Assignee.

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

[signature pages follow]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

SHIONOGI INC.

By: 

Name: John Keller, Ph.D.

Title: President and Chief Executive Officer

STATE OF New Jersey)

)ss.

COUNTY OF Morris)

On August 24, 2012, before me, the undersigned, a Notary Public in and for such State, personally appeared John Keller, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

[SEAL]

Roseann B Crouch

Notary Public

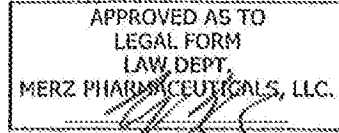
My Commission expires on: April 22, 2015

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

ASSIGNEE:

MERZ PHARMACEUTICALS, LLC



By: _____

Name: William D. Humphries

Title: Chairman and Manager

STATE OF NC)

)ss.

COUNTY OF Guilford)

On August 30, 2012, before me, the undersigned, a Notary Public in and for such State, personally appeared William D. Humphries, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Mary Kaye Bennett

[SEAL] Notary Public

My Commission expires on: 3/4/2017

