

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
NovaDel Pharma Inc.		08/13/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Suda Ltd		
Street Address:	55 Howe Street		
Internal Address:	Unit 12, Level 1		
City:	Osborne Park, WA		
State/Country:	AUSTRALIA		
Postal Code:	6017		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85195186	DUROMIST	
CORRESPONDENCE DATA			
Fax Number:	3124740448		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3124746300		
Email:	janderfuren@marshallip.com		
Correspondent Name:	Marshall, Gerstein & Borun LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	28594/62188		
DOMESTIC REPRESENTATIVE			
Name:	Marshall, Gerstein & Borun LLP		
Address Line 1:	233 S. Wacker Drive		

OP \$40.00 85195186

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Jill Anderfuren

Signature:

/ja/

Date:

10/15/2013

Total Attachments: 8

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NovaDel Pharma Inc
Assignor

Suda Ltd
ACN 090 987 250
Assignee

Deed of Assignment

WRAYS



Wrays Lawyers
56 Ord Street
West Perth WA 6005
Ref: 250972
Tel: (08) 9216 5100
Fax: (08) 9216 5199

Contents

1. Definitions and interpretation 1

2. Assignment..... 2

3. Assistance..... 2

4. Warranties 2

5. Further Assurance 3

6. No Waiver 3

7. Entire Agreement 3

8. Variation 3

9. Severance 3

10. Counterparts 4

11. Third Party Rights 4

12. Governing Law and Jurisdiction 4

Schedule 1 – Trade Marks 6

This Deed of Assignment is made on the last date appearing on the execution page.

Parties

NovaDel Pharma Inc, a Delaware corporation, of 1200 Route 22 East, Suite 2000 Bridgewater, New Jersey 08807, United States of America (**Assignor**); and

Suda Ltd ACN 090 987 250, an Australian corporation, of Unit 12 Level 1, 55 Howe Street, Osborne Park WA 6017, Australia (**Assignee**)

Recitals

- A. The Assignor owns the Intellectual Property Rights in Trade Marks.
- B. The Assignor has agreed to assign to the Assignee the Assigned Rights on the terms set out in this Deed.

Agreed Terms

1. Definitions and interpretation

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this Deed:

Assigned Rights means all the Intellectual Property Rights owned by the Assignor in the Trade Marks, including all goodwill and common law rights inuring in the Trade Marks.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Deed means this deed of assignment.

Effective Date means the date of this document.

Intellectual Property Rights means such rights as may subsist in the Trade Marks, including the right to use, or authorise the use of, the Trade Marks and the right to enforce the Trade Marks.

Trade Marks means each trade mark application or trade mark registration described in Schedule 1 to this Deed.

1.2 Rules for interpreting this Deed

Headings are for convenience only and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply.

- (a) The Schedules form part of this Deed and will have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the schedules.
- (b) References to clauses and schedules are to the clauses and schedules of this Deed unless specified otherwise.

- (c) Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- (d) Unless the context otherwise requires, a reference to one gender will include a reference to the other genders.
- (e) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment will apply for the purposes of this Deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- (f) A reference to a statute or statutory provision will include any subordinate legislation made from time to time under that statute or statutory provision.
- (g) Any words following the terms including, include, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

2. Assignment

- 2.1 In consideration of good and valuable consideration paid to the Assignor by the Assignee, and with effect on and from the Effective Date, the Assignor assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights (including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership or entitlement, of any of the Assigned Rights whether occurring before, on, or after the date of this Deed).

3. Assistance

- 3.1 The Assignor will do all things reasonably required to vest the Assigned Rights in the Assignee, including to sign any forms or documents required to give effect to the recordal of assignment of the Trade Marks with the United States Patent and Trademark Office and any other Trademark Office in which the Trade Marks may be filed or registered. The parties will bear their own costs for giving effect to the assignment, including their own costs of entering into this Deed.

4. Warranties

- 4.1 The Assignor warrants that, to the best of its knowledge, information and belief:
 - (a) the Assignor is the sole and exclusive owner of any copyright and goodwill in the Trade Marks;
 - (b) the Assignor has not previously assigned, licensed or granted any other rights to any person to use the Trade Marks or any part of the Trade Marks; and
 - (c) the Trade Marks are not the subject of a charge, mortgage or encumbrance which secures the Intellectual Property Rights in the Trade Marks.



5. Further Assurance

- 5.1 Subject to the conditions set out in this clause 5, the Assignor will provide reasonable assistance to the Assignee in securing registration of, defending and enforcing the Assigned Rights and provide reasonable assistance with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.
- 5.2 Any assistance required to be provided by the Assignor to the Assignee in order to secure registration of the Assigned Rights will be provided at the Assignor's own cost.
- 5.3 Any assistance required to be provided by the Assignor to the Assignee in defending and enforcing the Assigned Rights will be at the sole cost of the Assignee, including payment of all reasonable travel costs and accommodation, payment for disbursements and expenses, and payment for the time required to be spent by the Assignor in providing such assistance as is reasonably requested.

6. No Waiver

- 6.1 No failure or delay by a party to exercise any right or remedy provided under this Deed or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

7. Entire Agreement


- 7.1 This Deed constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 7.2 Each party acknowledges that, in entering into this Deed, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Deed.
- 7.3 Nothing in this clause will limit or exclude any liability for fraud.

8. Variation

- 8.1 No variation of this Deed will be effective unless it is in writing and signed by the parties (or their authorised representatives).

9. Severance

- 9.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed will not be affected.
- 9.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

10. Counterparts

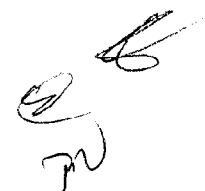
- 10.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Deed, but all the counterparts will together constitute the same document.

11. Third Party Rights

- 11.1 No person other than a party to this Deed will have any rights to enforce any term of this Deed.

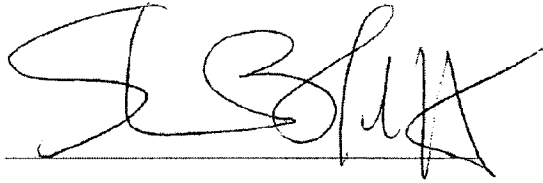
12. Governing Law and Jurisdiction

- 12.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the law of Western Australia.
- 12.2 The parties irrevocably agree that the courts of Western Australia have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).



Executed as a Deed

SIGNED on behalf of
NovaDel Pharma Inc by:



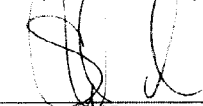
Name:

Steven B. Ratoff

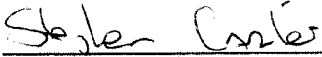
Position:

President and CEO

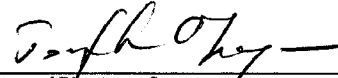
Executed by Suda Ltd ACN 090 987 250 in
accordance with section 127 of the
Corporations Act by or in the presence of:



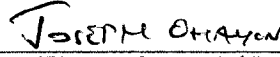
Signature of Director



Name of Director in full



Signature of Director or Secretary



Name of Director or Secretary in full

Date: 13 AUGUST 2013

Schedule 1– Trade Marks

Trade Mark	Jurisdiction	Application/ Registration No.	Specification
DUROMIST	United States	Trade Mark Application No. 85195186	Class 5: Pharmaceutical preparations for the treatment of sexual dysfunction

