

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		11/22/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Metrics, Inc		
Street Address:	1240 Sugg Parkway		
City:	Greenville		
State/Country:	NORTH CAROLINA		
Postal Code:	27834		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77517336	ZEBUTAL	
Serial Number:	75581231	ZEBUTAL	
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:	doreen.perrin@maynepharmaceutical.com		
Correspondent Name:	Intellectual Property Manager		
Address Line 1:	Mayne Pharma International Pty Ltd		
Address Line 2:	1538 Main North Road		
Address Line 4:	Salisbury South, AUSTRALIA SA 5106		
NAME OF SUBMITTER:	Doreen Perrin		
Signature:	/doreen perrin/		
Date:	11/27/2013		

OP \$65.00 77517336

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of November 22, 2013, by and between **Shionogi Inc.**, a Delaware corporation with an address of 300 Campus Drive, Florham Park, NJ 07932 ("Assignor"), and **Metrics, Inc.**, a North Carolina 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, 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 Asset Purchase Agreement, of even date herewith (the "Agreement"), by and between Assignee and Assignor, 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 hereby sells, assigns, transfers, 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, 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, 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.

The interpretation and construction of this Trademark Assignment shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive law of another jurisdiction. Each of the Parties covenants and agrees, to do, execute, acknowledge and deliver, at the reasonable request of the other Party, 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 assignments and assumptions contemplated by this Trademark Assignment.

The Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to record the Assignee as owner of the Trademarks.

Execution Version

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 may be executed by the Assignor and Assignee in separate and several counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. An executed signature page of this Trademark Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

This Trademark Assignment shall not be amended or otherwise modified, except by a written agreement dated subsequent to the date of this Trademark Assignment and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.

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

[Remainder of Page Left Blank]

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

Shionogi Inc.

By: [Signature]
Name: JOHN KELLER
Title: President & CEO
Date: November 21, 2013

STATE OF NEW JERSEY
COUNTY OF Morris) : ss

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 November 21, 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 accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

[Signature: Michele V. Quarles]
NOTARY PUBLIC
Residing at Shionogi Inc.
300 Campus Drive
Clarkstown Park, NJ 07032

My Commission Expires: MICHELE V. QUARLES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 18, 2014

Metrics, Inc.

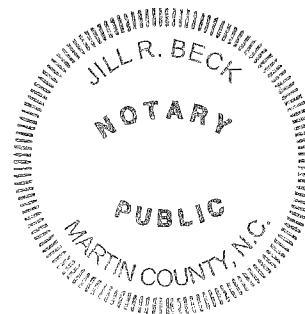
By: [Signature]
Name: STEFAN J. CROSS
Title: PRESIDENT
Date: NOVEMBER 25, 2013.

STATE OF NC)
COUNTY OF Pitt) : ss

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 Stefan J. Cross, 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 accompanying 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 5009 Bear Grass Rd.
Williamston, NC 27892

My Commission Expires: August 06, 2016



SCHEDULE A
TRADEMARKS

The following trademarks registered with the U.S. Patent and Trademark Office:

Serial Number	Reg. Number	Word Mark
77517336	3564608	ZEBUTAL
75581231	2416322	ZEBUTAL