

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NOVADEL PHARMA INC.		11/04/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIST PHARMACEUTICALS, LLC		
<b>Street Address:</b>	11 Commerce Drive, #1		
<b>City:</b>	Cranford		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07016		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3607590	NITROMIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	973-597-2500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Vanessa A. Ignacio, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	65 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068-1791		
<b>ATTORNEY DOCKET NUMBER:</b>	25695.2		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio, Esq.		
<b>Signature:</b>	/Vanessa A. Ignacio/		

CH \$40.00 3607590

Date:

12/10/2013

**Total Attachments: 9**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Trademark Assignment**") is entered into this 4th day of November, 2013 (the "**Effective Date**"), by and between NovaDel Pharma Inc., a Delaware corporation ("**Assignor**"), and Mist Pharmaceuticals, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of November 4, 2013 (the "**Purchase Agreement**"), pursuant to which, among other things, Assignor has agreed to enter into this Trademark Assignment in order to assign to Assignee all right, title and interest, as of the Effective Date, to the trademarks set forth on Exhibit A (the "**Assigned Trademarks**");

WHEREAS, Assignor is the sole owner of the Assigned Trademarks; and

WHEREAS, Assignor desires to transfer and assign all right, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, in order to satisfy Assignor's obligations under the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Assigned Trademarks, together with the goodwill appurtenant thereto, the applications or registrations therefor and the right to sue or bring other actions for past, present and future infringement.
2. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation, opposition or other proceeding in connection with the Assigned Trademarks. Such right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.
3. Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Assigned Trademarks in Assignee, or Assignee's successors and assigns.
4. This Agreement will be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.
5. Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed

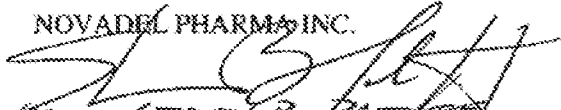
in accordance with the laws of the State of Delaware without giving effect to choice of law principles.

6. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, this Trademark Assignment may be executed by facsimile or "PDF" and such facsimile or "PDF" signature shall be deemed to be an original.

IN TESTIMONY WHEREOF, Assignor and Assignee, by their duly authorized representatives, hereby execute this assignment as of the date first set forth above.

ASSIGNOR:

NOVADEL PHARMA INC.



Name: *STEVEN B RATOFF*  
Title: *Chairman & CEO*

ASSIGNEE:

MIST PHARMACEUTICALS, LLC

Name:  
Title:

IN TESTIMONY WHEREOF, Assignor and Assignee, by their duly authorized representatives, hereby execute this assignment as of the date first set forth above.

ASSIGNOR:

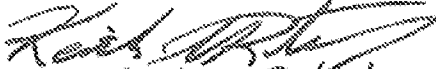
NOVADEL PHARMA INC.

Name:

Title:

ASSIGNEE:

MIST PHARMACEUTICALS, LLC



Name: Keith S. Rotenberg, Ph.D.

Title: President

**EXHIBIT A**

**Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Registration Number</b>
United States of America	NITROMIST	Registered	3607590

- All worldwide rights (including, but not limited to, any and all trademark, service mark and trade name registrations and applications and common law rights) to the "Nitromist" mark and any other marks and Internet domain names that incorporate or are derivative forms of "Nitromist"

## PATENT ASSIGNMENT

This Patent Assignment (this "**Patent Assignment**") is made by NovaDel Pharma Inc., a corporation organized and existing under the laws of Delaware ("**Assignor**"), in favor of Mist Pharmaceuticals, LLC, a limited liability company organized and existing under the laws of Delaware ("**Assignee**") and effective as of November 4, 2013 (the "**Effective Date**").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of November 4, 2013 (the "**Purchase Agreement**"), pursuant to which, among other things, Assignor has agreed to enter into this Patent Assignment in order to assign to Assignee all right, title and interest, as of the Effective Date, to the patents set forth on Schedule I (the "**Assigned Patents**");

WHEREAS, Assignor is the sole owner of the Assigned Patents; and

WHEREAS, Assignee desires to obtain ownership of the Assigned Patents pursuant to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in order to satisfy Assignor's obligations under the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As of the Effective Date, Assignor does hereby assign to Assignee, and Assignee hereby accepts all right, title and interest in and to, the Assigned Patents, including any and all causes of action, rights and remedies arising under such Assigned Patents prior to or after the Effective Date of this Patent Assignment, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives to the end of the term for which such Assigned Patents are granted or reissued as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
2. Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Patent Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to choice of law principles.
3. This Patent Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, this Patent Assignment may be executed by facsimile or "PDF" and such facsimile or "PDF" signature shall be deemed to be an original.


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IN TESTIMONY WHEREOF, we have hereunto set our hand(s) to this Patent Assignment:

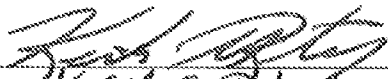
Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013  
at \_\_\_\_\_

NOVADEL PHARMA INC.

By:   
Name: STEVEN B. RATOONA  
Title: Chairman & CEO

THIS PATENT ASSIGNMENT IS ACKNOWLEDGED AND AGREED TO AS OF  
THE DATE FIRST SET FORTH ABOVE:

MIST PHARMACEUTICALS, LLC

By:   
Name: Keith S. Rosenberg, Ph.D.  
Title: President

Schedule 1

Assigned Patents

- US Patent No. 5,869,082
- CA Patent No. 2,251,564