

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
Trigen Laboratories, Inc.		12/11/2013	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	SDK TC Pharma Holding Corp.
Street Address:	2500 Main Street Extension, Suite 6
City:	Sayreville
State/Country:	NEW JERSEY
Postal Code:	08872
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86024063	TL TRISEB
Serial Number:	86024046	AVO CREAM
Serial Number:	86024030	TL TRITONE

CORRESPONDENCE DATA

Fax Number: 2128338007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-833-8000
 Email: trademark@weil.com
 Correspondent Name: Caroline Geiger
 Address Line 1: Weil, Gotshal & Manges LLP
 Address Line 2: 767 Fifth Avenue
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	18866.0040.A716
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CH \$90.00 86024063

NAME OF SUBMITTER:	Devon J. Goldberg
Signature:	/Devon J. Goldberg/
Date:	12/12/2013
Total Attachments: 4 source=Inc to Corp - (Trigen)#page1.tif source=Inc to Corp - (Trigen)#page2.tif source=Inc to Corp - (Trigen)#page3.tif source=Inc to Corp - (Trigen)#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of December 11, 2013, by and between Trigen Laboratories, Inc., a New Jersey corporation (the "Assignor"), and SDK TC Pharma Holding Corp., a Delaware corporation and wholly-owned subsidiary of the Assignor (the "Company") (the Assignor and the Company are each referred to herein as a "Party" and collectively as the "Parties"). Capitalized terms used but not defined herein shall have the meanings ascribed to those terms in the Asset Contribution Agreement (as defined below).

WHEREAS, the Trigen Asset Contribution Agreement by and between the Parties, dated as of the date of this Agreement (the "Asset Contribution Agreement"), the terms of which are incorporated herein by reference, provides for, among other things, the assignment of all of the Assigned IP (as defined below) by the Assignor to the Company;

WHEREAS, the Assignor owns the U.S. trademark registrations and trademark applications identified on Schedule A attached hereto (collectively, the "Assigned IP"); and

WHEREAS, the Company wishes to acquire all right, title and interest to the Assigned IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby sells, assigns, transfers and conveys to the Company its entire right, title and interest in and to the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by the Company for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Agreement.

2. Recordation and Further Actions. The Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks and any other governmental officials, as applicable, to record the Company as the assignee and owner of the applicable Assigned IP. The Assignor shall, at its sole cost and expense and within five (5) days of execution of this Agreement, execute and file all documents, complete all electronic transactions and assist in all proceedings as the Company may deem reasonably necessary to effectuate the assignment of the Assigned IP to the Company and to perfect, register or record the rights of the Company in and to the Assigned IP.

3. Execution and Delivery. This Agreement is executed and delivered pursuant to Section 2.4 of the Asset Contribution Agreement.

4. Successors and Assigns. This Agreement will be binding upon, inure to the

benefit of, and be enforceable by, the Parties and their respective successors and assigns.

5. Asset Contribution Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Contribution Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the terms of the Asset Contribution Agreement, the Asset Contribution Agreement shall govern.

6. Interpretation. Any references to an agreement or organizational document herein shall mean such agreement or organizational document, as may be amended, modified and/or supplemented (and/or as any provision thereunder may be waived) from time to time in accordance with its terms.

7. Governing Law. This Agreement (and all claims, controversies and causes of action, whether in contract, tort or otherwise) and the rights and obligations of the parties hereunder shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York.

8. Amendments. This Agreement may be changed, modified or terminated only by an instrument in writing signed by each of the Parties hereto.


9. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be an original, and all of which when taken together shall constitute one and the same instrument.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed by its respective officers thereunto duly authorized as of the date first written above.

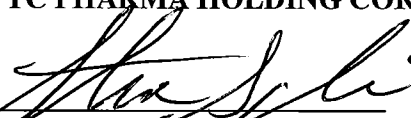
ASSIGNOR:

TRIGEN LABORATORIES, INC.

By: 
Name: Kevin Hudy
Its: President

COMPANY:

SDK TC PHARMA HOLDING CORP.

By: 
Name: Steven Squashio
Its: President

[IP Assignment Agreement]

**TRADEMARK
REEL: 005172 FRAME: 0375**

SCHEDULE A

Trademarks:

	Mark	Reg./ Appl. No.	Reg/ Appl. Date	Owner
1	TL TRISEB	86/024063	July 30, 2013	Trigen Laboratories, Inc.
2	AVO CREAM	86/024046	July 30, 2013	Trigen Laboratories, Inc.
3	TL TRITONE	86/024030	July 30, 2013	Trigen Laboratories, Inc.