

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
Vertical Pharmaceuticals, Inc.		12/11/2013	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	SDK VC 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: 8			
Property Type	Number	Word Mark	
Serial Number:	85105699	NUZOLE	
Serial Number:	85056207	HYDRAPAIR	
Registration Number:	4091769	LORZONE	
Registration Number:	3206841	CORVITE	
Registration Number:	3074495	ACUFLEX	
Registration Number:	2970323	ZOTEX	
Registration Number:	3986173	ZYPRAM	
Registration Number:	3861737	TRIOXIN	
CORRESPONDENCE DATA			
Fax Number:	2128338007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-833-8000		
Email:	trademark@weil.com		

CH \$215.00 85105699

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
NAME OF SUBMITTER:	Devon J. Goldberg
Signature:	/Devon J. Goldberg/
Date:	12/12/2013

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of December 11, 2013, by and between Vertical Pharmaceuticals, Inc., a New Jersey corporation (the "Assignor"), and SDK VC 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 Vertical 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. patents and patent applications identified on Schedule A attached hereto (collectively, the "Patents"), the U.S. trademark registrations and trademark applications identified on Schedule A attached hereto (collectively, the "Trademarks"), and the domain names identified on Schedule A (collectively, the "Domain Names") and, together with the Patents and Trademarks, 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:

**VERTICAL PHARMACEUTICALS,
INC.**

By: 

Name: Steven Squashic

Its: President

COMPANY:

SDK VC PHARMA HOLDING CORP.

By: 

Name: Steven Squashic

Its: President

[IP Assignment Agreement]

**TRADEMARK
REEL: 005177 FRAME: 0140**

SCHEDULE A

Patents:

	Patent No./ Publication No.	Appl. No.	Title	Appl. Date	Grant/ Publication Date	Owner
1	7,901,710 B2	11/197,757	Nutritional supplement for use under physiologically stressful conditions	August 4, 2005	March 8, 2011	Vertical Pharmaceuticals, Inc.
2	7,998,500 B2	11/197,760	Nutritional supplement for women	August 4, 2005	August 16, 2011	Vertical Pharmaceuticals, Inc.
3	8,197,854 B2	13/042,337	Nutritional supplement for use under physiologically stressful conditions	March 7, 2011	June 12, 2012	Vertical Pharmaceuticals, Inc.
4	8,202,546 B2	12/698,174	Nutritional supplement for use under physiologically stressful conditions	February 2, 2010	June 19, 2012	Vertical Pharmaceuticals, Inc.
5	8,263,137 B2	12/053,073	Nutritional supplement for women	March 21, 2008	September 11, 2012	Vertical Pharmaceuticals, Inc.
6	8,263,667 B2	13/043,133	Nutritional supplement for use under physiologically stressful conditions	March 8, 2011	September 11, 2012	Vertical Pharmaceuticals, Inc.
7	20130004570	13/527264	Nutritional supplement for use under physiologically stressful conditions	June 19, 2012	January 3, 2013	Vertical Pharmaceuticals, Inc.
8	20130064924	13/609,546	Nutritional supplement for use under physiologically stressful conditions	September 11, 2012	March 14, 2013	Vertical Pharmaceuticals, Inc.

Trademarks:

	Mark	Reg./ Appl. No.	Reg./ Appl. Date	Owner
1	NUZOLE	85/105699	August 12, 2010	Vertical Pharmaceuticals, Inc.
2	HYDRAPAIR	85/056207	June 7, 2010	Vertical Pharmaceuticals, Inc.
3	LORZONE	4091769	January 24, 2012	Vertical Pharmaceuticals, Inc.
4	CORVITE	3206841	February 6, 2007	Vertical Pharmaceuticals, Inc.
5	ACUFLEX	3074495	March 28, 2006	Vertical Pharmaceuticals, Inc.
6	ZOTEX	2970323	July 19, 2005	Vertical Pharmaceuticals, Inc.
7	ZYPRAM	3986173	June 28, 2011	Vertical Pharmaceuticals, Inc.
8	TRIOXIN	3861737	October 12, 2010	Vertical Pharmaceuticals, Inc.

Domain Names:

	Domain Name	Owner
1	conzip.net	Vertical Pharmaceuticals
2	hydrapair.com	Vertical Pharmaceuticals
3	lorzone.net	Vertical Pharmaceuticals
4	nuzole.com	Vertical Pharmaceuticals
5	obcompleteone.com	Vertical Pharmaceuticals
6	trigenlab.com	Vertical Pharmaceuticals
7	verticalpharma.com	Vertical Pharmaceuticals
8	zonatuss.com	Vertical Pharmaceuticals