

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
Bayer HealthCare LLC		12/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Moberg Pharma AB (publ)		
Street Address:	Gustavslundsvagen 42, 5 tr		
City:	Bromma		
State/Country:	SWEDEN		
Postal Code:	167 51		
Entity Type:	LIMITED LIABILITY COMPANY: SWEDEN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0398171	FERGON	
Registration Number:	0776067	VANQUISH	
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:	fgtraub@duanemorris.com		
Correspondent Name:	Felicia G. Traub/Duane Morris LLP		
Address Line 1:	1540 Broadway		
Address Line 4:	New York, NEW YORK 10036-4086		
ATTORNEY DOCKET NUMBER:	Y4729-00028		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

900275473

TRADEMARK
 REEL: 005180 FRAME: 0556

CH \$65.00 0398171

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Felicia G. Traub

Signature:

/Felicia G. Traub/

Date:

12/23/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("**Assignment**") is entered into this 19th day of December, 2013 ("**Assignment Effective Date**"), by and between Bayer HealthCare LLC, a Delaware limited liability company ("**Assignor**"), and Moberg Pharma AB (publ), a Swedish limited liability company. Each of Assignor and Assignee is sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

WHEREAS, Assignor and Assignee have entered into that certain Asset Sale and Purchase Agreement dated as of December 5, 2013 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed, among other things, to sell, convey, transfer, assign and deliver to the Assignee all of Assignor's right, title, and interest in, to and under all the Intellectual Property set forth on Exhibit A to this Assignment, and all common law rights, reputational rights, and goodwill associated therewith and appurtenant thereto.

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

1. Definitions. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.

2. Transfer of Intellectual Property. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, all of Assignor's right, title, and interest in, to and under the Intellectual Property, including any and all copyright rights therein, together with all of the common law rights, reputational rights, and goodwill associated with any and all of the foregoing, and the business to which the Intellectual Property pertains, free and clear of all liens, claims, and encumbrances arising and/or accruing on or before the date of execution of this Assignment, including any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, dilution, misappropriation and any other violations of the Intellectual Property, the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Intellectual Property, and all rights to file for and maintain registrations for the Intellectual Property, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives.

Assignee hereby accepts the foregoing assignment, as of the Assignment Effective Date, assumes and agrees to perform and discharge all of Assignor's obligations arising from, in connection with, or related to the Intellectual Property from and after such date.

3. Further Assurances. Assignor shall, for no additional consideration, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the

aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed manually or by facsimile or electronic signature by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Party. Assignee shall have the right to retain the Assignor's manual signature version.

6. Governing Law. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of New Jersey without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New Jersey.

7. Successors; Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Assignor and Assignee.

8. Headings. The headings of the sections and subsections of this Assignment are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.


9. Effectiveness. This Assignment shall be effective as of the Assignment Effective Date.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective as of the Assignment Effective Date.

ASSIGNOR:

Bayer HealthCare LLC

By  *WBS*

Name: *Timothy G. Hayes*

Title: *President Consumer Care N. America*

ASSIGNEE:

Moberg Pharma AB (publ), a Swedish
limited liability company

By _____

Name:

Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective as of the Assignment Effective Date.

ASSIGNOR:

Bayer HealthCare LLC

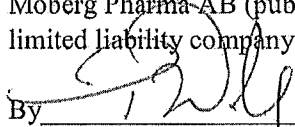
By _____

Name:

Title:

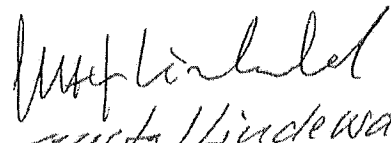
ASSIGNEE:

Moberg Pharma AB (publ), a Swedish
limited liability company

By  _____

Name: Peter Wolpert

Title: CFO


Gustaf Lindewald
Member of the board

[Signature Page to Intellectual Property Assignment]

Exhibit A

Intellectual Property

TMID	Trademark	Country	Registered Owner	Classes	App No / App Date	Reg No. /Reg Date	Status	Next Renewal
13524	FERGON	USA	Bayer HealthCare LLC	5	71453131 19-May-1942	398171 13-Oct-1942	REG	13-Oct-2022
14677	VANQUISH	Puerto Rico	Bayer HealthCare LLC	5	06-Mar-1997	39962 06-Mar-1997	REG	06-Mar.-2017
13556	VANQUISH	USA	Bayer HealthCare LLC	5	72167656 26-Apr-1963	776067 01-Sep-1964	REG	01-Sep-2014
4581	DOMEBORO	Puerto Rico	Bayer HealthCare LLC	5		13731 03-May-1966	REG	03-May-2016